

TERMINATION AGREEMENT

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THIS TERMINATION AGREEMENT is made as of the day of October, 1986, by and among ARENS CONTROLS, INC., an Illinois corporation ("Arens") and Lasalle National Bank, not personally but solely as Trustee pursuant to Trust Agreement dated June 9, 1986 and known as Trust No. 111203 ("Lasalle") and BANBURY/ EVANSTON LIMITED PARTNERSHIP, an Illinois limited partnership ("Banbury").

### WITNESSETH:

WHEREAS, the NORTHWEST NATIONAL BANK OF CHICAGO, not personally, but solely as Trustee pursuant to Trust Agreement dated August 14, 1974 and known as Trust No. 5502 ("Northwest") owns the fee simple title to certain real estate ("Parcel A") located in the City of Evanston, Cook County, Illinois, which is more particularly described on Exhibit "A" hereto attached; and

WHEREAS, NORTHERN TRUST BANK OF FLORIDA/PALM BEACH, N.A., NAN P. NORTON DELATUSH (formerly known as Nan P. Norton), and MICHAEL C. NORTON (collectively the "Norton Trustees") are the sole trustees of the CALHOUN NORTON marital trust created under a Trust Agreement dated recember 6, 1979, which trust is the sole beneficiary of the Northwest Trust; and

WHEREAS, Arens, the Norton Trustees and Northwest have entered into a Purchase and Sale Agreement dated March 2, 1984 (the "Real Estate Contract") for the sale and purchase of certain real estate which includes Parcel A; and

WHEREAS, Northwest desires to convey Parcel A to LaSalle pursuant to an Exchange Agreement dated Ortober 1 1986 (the "Exchange Agreement"); and

WHEREAS, Banbury is the sole bencriciary of the LaSalle Trust.

NOW THEREFORE, in consideration of the terms, covenants and conditions herein set forth and Ten (\$10.00) Dellars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

Arens hereby terminates any and all of its right, title and interest in and to Parcel A created by virtue of the Real Estate Contract. Notwithstanding anything to the contrary contained in this Agreement, in the event Arens consummates the Real Estate Contract as contemplated, Arens as the successor in title to Northwest shall have the right to a non-exclusive, perpetual easement for access over the area depicted on Exhibit "B" hereto attached.

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LA SALLE NATIONAL BANK, as Trustee of Trust No. 111203

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ARENS CONTROLS, INC.

BARTLETT RICHARDS, President

BANBURY/EVANSTON LIMITED PARTNERSHIP

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ARENS CONTROLS, INC.

BANBURY/EVANSTON LIMITED PARTNERSHIP

Property of Cook County Clerk's Contract

Cook County

#### EXHIBIT A

That part of Lot "A" in Calhoun Norton Consolidation in the Northeast Quarter of the Northwest Quarter of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded March 3, 1965 as Document No. 19396701, described as follows:

Beginning at the Northeast corner of said Lot "A"; thence Southerly along the East line of said Lot "A", being also the South line of Lot 1 in Banbury Consolidation in the Northeast Quarter of the Northwest Quarter of said Section 24, recorded March 19, 1986 as Document No. 86107329, said line having a bearing of S 0 11' 23" E for the purpose of this description, a distance of 130,33 feet; thence Northwesterly along a curve concave to the Southwest, having a radius of 40.00 feet, ar arc distance of 64.45 feet to a point of tangency, the chord of said arc having a length of 57.70 feet and a bearing of N  $46^{\circ}$  21' 00" W; thence S 87° 29' 23" W, parallel with and 88.60 feet South of the North line of sold Lot "A", a distance of 144.72 feet to the West line of sold Lot "A"; thence N 21 51 29 E along said West line of Lot "A", being also the South line of said Lot 1 in Banbury Consolidation, a distance 97.27 tegence N 870 29

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### EXHIBIT B

A strip of land, being 20 feet in width, described as that part of Lot "A" in Calhoun Norton Consolidation in the Northeast Quarter of the Northwest Quarter of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded March 3, 1965 as Document No. 19396701, described as follows:

Commencing at the Northeast corner of said Lot "A"; thence Southerly along the East line of said Lot "A", being also the South line of Lot 1 in Banbury Consolidation in the Northeast Quarter of the Northwest Quarter of said Section 24, recorded March 19, 1986 as Document No. 86107329, said line having a bearing of S 0° 11' 23" E for the purpose of this description, a distance of 85.61 feet to the point of beginning; thence continuing along said East line of Lot "A" and South line of Lot 1, a distance of 44.72 feet; thence Northwesterly along a curve concave to the Southwest, having a radius of 40.00 feet, an arc distance of 64.45 feet to a point of tangency, the chord of said arc having a length of 57.70 feet and a bearing of N 46° 21' 00" W; thence 8 87° 29' 23" W, parallel with and 88.60 feet South of the North line of said Lot "A"; a distance of 144.72 feet to the West line of said Lot "A"; thence N 21° 51' 29" E along said West line of Lot "A", being also the South line of said Lot 1 in Banbury consolidation, a distance of 21.96 feet; thence N 87° 29' 23" E, 135.66 feet to a point of curvature; thence Southeasterly along a curve concave to the Southwest, having a radius of 60.00 feet, an arc distance of 46.21 feet to the place of beginning, the chord of said arc having a length of 45.08 feet and a bearing of 87° 26' 41" E, all in Cook County, Illinois.

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A strip of land, being 20 feet in width described as that part of Lot 1 in Banbury Consolidation in the Northeast Quarter of the Northwest Quarter of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian according to the plat thereof, recorded March 19, 1986 as Document No. 86107329, described as follows:

Commencing at the most Southwesterly corner of said Lot 1; thence N 87° 29' 24" E along the South line of said Lot 1 a distance of 104.29 feet to a corner of Lot 1, being also the Southwest corner of Lot "A" in Calhoun Norton Consolidation in the Northeast Quarter of the Northwest Quarter of said Section 24, recorded March 3, 1965 as Document No. 19396701; thence N 21° 51′ 29" E along the South line of said Lot 1, being also the West line of said Lot "A" in Calhoun Norton Consolidation, a distance of 326.30 feet to a corner of Lot 1; thence N 87° 29' 24" E along the South line of said Lot 1, being also the West line of said Lot "A" in Calhoun Norton Consolidation, a distance of 16.47 feet to a corner of Lot 1; thence N 21° 51' 29" E along the South line of said Lot 1, being also the West line of said Lot "A" in Calhoun Norton Consolidation, a distance of 34.53 feet to the point of beginning; thence continuing along said South line of Lot 1 and West line of Lot "A", a distance of 21.96 feet; thence S 87° 29' 24" W 87.83 feet; thence S 21° 51' 29" W 21.96 feet; thence N 87° 29' 24" E 87.83 feet to the place of beginning, in Cook County, Illinois.

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if any, being expressly waived and released. The Trustee makes no personal representaonly that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise any representation, covenant, undertaking, warranty, or agreement of the said Trustee of the powers conferred upon it as such Trustee; and that no personal liability or pertions as to nor shall it be respondible for the existence, location or maintenance of the warranties, and agreements by the Trustee or for the purpose or with the intention of herein to the contrary notwithstanding, that each and all of the representations, cove-Trustee while in form purporting to be the representations, covernants, undertakings, against the LaSALLE NATIONAL BANK on account of this instrument or on account of in this instrument contained, either expressed or implied, all such personal liability, binding said Trustee personally but are made and intended for the purpose of binding them, made and intended not as personal representations covenants, undertakings, sonal responsibility is assumed by nor shall at any time be asserted or enforceable warranties, and agreements of said Trustee are nevertheless each and every one of nants, undertabings, warranties, and agreements herein made on the part of the

It is expressly understood and agreed by and between the parties betelo, anything