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STORE LEASE

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT
	BEGINNING	ENDING	
February 6, 1987	March 1, 1987	February 28, 1990*	\$1,872.00

Location of Premises:
5416 N. Milwaukee Avenue, Chicago, Illinois, plus 2 vacant lots adjacent to and north of 5416 N. Milwaukee Avenue.

Purpose:
General Offices - including operation of a title insurance agency

LESSEE	LESSOR
NAME . Intercounty Title Company of Illinois	NAME .
ADDRESS . 120 West Madison Street	ADDRESS . See Rider
CITY . Chicago, IL 60602	CITY .

*Plus three (3) year option to renew

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

RENT Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

WATER, GAS AND ELECTRIC CHARGES Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted, and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

SUBLETTING; ASSIGNMENT The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages. *Such consent not to be unreasonably withheld.

LESSEE NOT TO MISUSE Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

CONDITION ON POSSESSION Lessee has examined and knows the condition of the Premises, and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.

REPAIRS AND MAINTENANCE Lessee shall keep the Premises and appurtenances thereto in a clean, slightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, slightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

ACCESS TO PREMISES Lessee will allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same.

NON-LIABILITY OF LESSOR Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a

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part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES)

9. Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or window, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and moveable furniture.

HEAT

10. Where building is equipped for the purpose, Lessor shall furnish to Lessee a reasonable amount of heat, from October 1st to May 1st, whenever in Lessor's judgment necessary for comfortable use of the Premises, during customary business hours (excluding Sundays and holidays), but not earlier than 8 a.m. nor later than 6 p.m. unless specifically stated herein. Lessor does not warrant that heating service will be free from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor, or by renewal or repair of the heating apparatus in the building. Any such interruption shall not be deemed an eviction or disturbance of Lessee's use and possession of Premises, nor render Lessor liable to Lessee in damages. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.

FIRE AND CASUALTY

11. In case the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and determine.

TERMINATION; HOLDING OVER

12. At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option, within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental computed on an annual basis specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1, or (c) creation of a tenancy at sufferance, at a rental of _____ dollars per day for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

LESSOR'S REMEDIES

13. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained, Lessee's right to the possession of the Premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termination of Lessee's right of possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this lease.

RIGHT TO RELET

14. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not, be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or tenant to mitigate the damages of Lessee or otherwise. Lessee hereby waiving the use of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating, Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

COSTS AND FEES

15. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this lease.

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CONFESSION OF JUDGMENT

6. Lessee hereby irrevocably authorizes and empowers the attorney of any court of record in this State, to be his true and lawful attorney for him and in his name and stead, to enter his appearance in any suit or suits that may be brought in any court in this State at any time when any money is due hereunder for rent or otherwise, to waive the issuing of process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so due and for costs of suit and for reasonable attorney's fees in favor of Lessor, and to release all errors that may occur or intervene in such proceedings, including the issuance of execution upon any such judgment, and to stipulate that no writ of error or appeal shall be prosecuted from such judgment or judgments, nor any bill in equity filed, nor any proceedings of any kind taken in law or equity to interfere in any way with the operation of such judgment or judgments or of execution issued thereon and to consent that execution may immediately issue thereon.

LESSOR'S LIEN

17. Lessor shall have a first lien upon the interest of Lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.

REMOVAL OF OTHER LIENS

18. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

REMEDIES NOT EXCLUSIVE

19. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in paragraph 16 hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

NOTICES

20. Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.

MISCELLANEOUS

21. (a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Lessee the warrant of attorney in paragraph 6 is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession of judgment against any one or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees.

SEVERABILITY

22. If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

See Rider _____ (SEAL) Intercounty Title Company of Illinois, an Illinois corporation _____ (SEAL) BY _____ (SEAL) Its duly authorized _____ (SEAL) (Lessor) (Lessee)

ASSIGNMENT BY LESSOR

On this _____ 19____ for value received, Lessor hereby transfers, assigns and sets over to _____ all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____ 19____.

(SEAL)
(SEAL)

GUARANTEE

On this _____ 19____ in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above lease.

(SEAL)
(SEAL)

NOTE: Use Form Number 12-1P for assignment by Lessee.

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Rider Attached To Store Lease Dated February 6, 1987

24. The leased premises consist of a one story office building having approximately 1,760 square feet, plus two (2) adjacent vacant lots, lying northerly of the office building; and each of which vacant lots is approximately 25' (x) 100'. The monthly rental of \$1,872.00 has been allocated by the parties as follows: \$1,450.00 to the building, and \$422.00 to the vacant lots.

- (A) The real estate upon which the office building is built is legally described as:

13-08-211-041-0000 BCO
Lot 22 (except the Northeasterly 21 feet thereof) in Block 1, in Milwaukee Avenue front, being a subdivision of Blocks 1 and 2 in Oliver H. Horton's Subdivision of the East 1/2 of the North East 1/4 lying between Rand Road and Milwaukee Plank Road, in Section 8, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. *RS*

- (B) The real estate constituting the northerly vacant lots is legally described as:

13-08-211-039-20 BCO
Lots 20 and 21 (except that portion taken for widening Milwaukee Avenue) in Block 1, in Milwaukee Avenue front, being a subdivision of Blocks 1 and 2 in Oliver H. Horton's Subdivision of the East 1/2 of the North East 1/4 lying between Rand Road and Milwaukee Plank Road, in Section 8, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. *RS*

25. Although the northerly vacant lots, which are part of the leased premises are paved for parking purposes, there is no access to Milwaukee Avenue; and access to such Avenue is obtained only through use of certain additional vacant lots, also owned by Lessor, which lie southerly of the said office building.

- (A) The real estate constituting the southerly vacant lots is legally described as:

13-08-211-042-23 BCO
043-24 W
Lots 23 and 24 in Block 1 in Milwaukee Avenue front being a Subdivision of Blocks 1 and 2 in Oliver H. Horton's Subdivision of part of the East 1/2 of the North East 1/4, lying between Rand Road and North Milwaukee Plank Road, in Section 8, Township 40 North, Range 13, East of the Third Principal Meridian (except therefrom that part of said Lots 23 and 24 lying between Southeasterly line of Milwaukee Avenue and a line 21 feet Southwesterly of and parallel with the Southwesterly line of South West Milwaukee Avenue) in Cook County, Illinois.

26. Lessor hereby grants permission to Lessee, at the sole cost and expense of Lessee, to obtain all required cut-in and other permits, from the City of Chicago, State of Illinois, and other authorities, so as to install a driveway on the northerly vacant lots, and thereby obtain direct access to Milwaukee Avenue. All costs of construction of such driveway shall be at the sole expense of Lessee, and Lessee shall furnish Lessor, paid bills and lien waivers evidencing that all such costs are fully paid. At the expiration of the term of this Lease (unless Lessee purchases the said lots), all right, title and interest of Lessee in and to the driveway (if built) shall become the property of Lessor.

13-08-211-039-20

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- (A) Until such time as Lessee is able to obtain such permits and build such driveway, Lessor agrees to allow employees, customers and business invitees of Lessee to continue to use the southerly vacant lots for the purpose of reaching the northerly vacant lots,
- (B) Notwithstanding the foregoing, Lessor, or his successors and assigns shall have the right to build upon the southerly vacant lots - i.e. - Lessee's rights thereto shall be construed to terminate when the same is no longer utilized for automotive parking.
27. Lessee acknowledges that a certain minimal portion of said Lot 21, as described in paragraph #24(B) is improved with certain electrical sign structures, currently leased by Beverly Outdoor Advertising, a Delaware corporation, pursuant to a Lease Agreement dated August 12, 1982; and Lessee agrees not to interfere with the same. Damage to such sign structure caused by Lessee, or its employees, customers, or business invitees, shall be cured by Lessee at the sole cost and expense of Lessee.
28. Lessor hereby grants to Lessee an option to purchase the office building and northerly vacant lots (all as legally described in paragraph #24) on the following terms and conditions:
- (A) Price - \$175,000,
- (B) Cash portion of the price - \$50,000,
- (C) Non-cash portion of the price - \$125,000 plus or minus prorations, and payable, with interest at nine (9%) percent per annum, in monthly installments of \$1,500.00 (inclusive of principal and interest), commencing on the 1st day of the 1st month after closing, and on the first day of each and every month thereafter; and with the balance due and payable on the 1st day of the 61st month after closing,
- (D) Broker's commission - none involved,
- (E) Prorations - Lessor shall be entitled to a special credit in its favor equal to the actual real estate taxes paid (on a prorated basis) on the northerly vacant lots from March 1, 1987, through and including the date of closing. Lessee shall be entitled to a special credit in its favor equal to the rental paid (on a prorated basis) on the northerly vacant lots from March 1, 1987 through and including the date of closing,
- (F) Term of the option - If not exercised, same shall expire on December 31, 1988,
- (G) Exercise of the option - The option must be exercised in writing, in any reasonably descriptive format, with exercise permitted at any time during 1988. The exercise letter must set a date for closing which in no event is earlier than 30 days from the date of the letter nor later than 60 days from its date,
- (H) Lessor shall be obligated to deliver fee simple title to the same, subject only to the following:
- (i) Conditions, covenants and restrictions of record, to be approved by Lessee's counsel, whose approval will not be unreasonably withheld,
- (ii) Public utility easements,
- (iii) Current general real estate taxes,

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- (iv) A first mortgage, and note signed by Lessee, in favor of Lessor, in the sum as above-described, and containing the terms as above-described,
 - (v) Rights of Beverly Outdoor Advertising, as described in paragraph #27 hereof,
 - (I) Other Provisions - Attached hereto as Group Exhibit "A" hereof, is a "form" Real Estate Sale Contract. To the extent that the terms and provisions contained therein are not inconsistent with the terms and provisions hereinabove set forth, the terms and provisions in such "form" shall be also applicable to this transaction, and are hereby incorporated by reference. For purposes of clarity, Lessor shall be deemed to be "Seller", and Lessee shall be deemed to be "Purchaser".
29. Lessor hereby grants to Lessee the right of first refusal to purchase the office building and/or the northerly vacant lots on the following terms and conditions:
- (A) Term - This right of first refusal shall commence as of the date of execution of this Lease by the parties and shall continue throughout the term of this Lease (including extensions) if any,
 - (B) Matching Offer - During the term, if the Lessor receives any written offer(s) for the office building and/or the northerly vacant lots which he wishes to accept, Lessor shall be obligated to notify Lessee in writing, and to give to Lessee a copy of such offer(s). At such time, Lessee shall have ten (10) days (from date of receipt of such notice) to advise Lessor that Lessee has elected to match such offer - at which time, the transaction shall proceed to close on the terms and conditions as are contained in the offer. In the event, Lessee fails to timely advise Lessor that it will match such offer (or in the event that Lessee declines to match such offer) Lessor shall be free to accept such offer, and to close the transaction therein described.
30. Lessor understands and agrees that Lessee intends to perform substantial interior alterations of the said office building; and does not object to the same, provided that Lessee promptly furnishes to Lessor copies of all paid bills, mechanics lien waivers, and/or other reasonable proof, so as to ensure Lessor that no liens or encumbrances will attach to the Premises as a consequence of such work. Any signage that Lessee shall install in or about the Premises, must be in conformity with all applicable laws and shall be maintained by Lessee at its sole cost and expense. To the extent that structural damage to any portion of the Premises emanates from such signage (or the method by which it was so affixed), Lessee shall be responsible for the same, and shall indemnify and hold Lessor harmless.
31. Because of the possibility of Lessee purchasing the Premises, the parties understand and agree that Lessor shall do no rehabilitation and/or restoration of the Premises (such as for example, tuckpointing of brickwork) until the option described in paragraph #28 has expired; save and except such repairs as are reasonably required to avoid damage to Lessee's business (such as for example, roof leaks which may develop, or the failure of the HVAC system).
32. During the term of this Lease, Lessee shall be responsible for keeping the northerly vacant lots in a clean and sightly condition, and for snow removal related to the same; and all at Lessee's sole cost and expense.

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RIDER ATTACHED TO AND MADE A PART OF LEASE DATED February 6, 1987

This Lease is executed by LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated June 30, 1970 and known as Trust No. 10-17460-0987 LA SALLE NATIONAL BANK, to all provisions of which Trust Agreement this Lease is expressly made subject. It is expressly understood and agreed that nothing herein or in said Lease contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Lessee, and by every person now or hereafter claiming any right or security hereunder; and that so far as said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the premises hereby leased for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and merely holds naked legal title to the property herein described that said Trustee has no control over, and under this Lease, assumes no responsibility for (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property, (3) the collection of rents or rental of such property, or (4) the conduct of any business which is carried on upon such premises.

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33. As additional rental, Lessee shall pay Lessor (on a pro-rated basis) any increase(s) in general real estate taxes applicable to the building and/or the northerly vacant lots, over and above the 1986 general real estate taxes, due and payable in 1987. Such payments shall commence in 1988 (to the extent applicable) and shall be payable, within ten (10) days of date of request by Lessor; which request shall include copies of the relevant real estate tax bills; and shall continue throughout the term of this Lease.
34. Lessor acknowledges receipt from Lessee of the sum of \$1,450 as and for a security deposit, to be returned by Lessor, at the conclusion of the Lease term (or purchase by Lessee as aforesaid); provided that the Premises are returned in as good a condition as existed at the start of the term, ordinary wear and tear excepted.
35. Lessor hereby grants to Lessee the right to renew the term of this Lease, for an additional three (3) year period, commencing March 1, 1990, and expiring February 28, 1993, on the following terms and conditions:
- (A) Lessee notifies Lessor, in writing, in any reasonably descriptive format, on or before December 1, 1989,
 - (B) All of the terms and conditions herein set forth in this Lease shall also be applicable to the renewal term, save and except as follows:
 - (i) The provisions contained in paragraph #28 shall not be applicable,
 - (ii) The provisions set forth in this paragraph #35 shall not be applicable.
36. Lessor is hereby authorized to append hereto its standard form of exculpatory clause, with full force and effect, as if same was initially part of this document.
37. Notwithstanding anything in this Lease to the contrary, it is understood and agreed by the parties as follows:
- (A) The office building already contains its own heating and air conditioning equipment, which supplies heat and cooled air to the building,
 - (i) Lessee agrees to pay for all of the electrical and other utility costs incurred in operating such equipment, and to also pay for all routine service and maintenance of the same,
 - (ii) Lessor shall pay for all extraordinary repairs of and/or replacements to such equipment,
 - (B) Lessee intends to make certain structural changes in the office building; and thus Lessee accepts full responsibility for proper distribution of air flow, due to such changes, in the building, as were made by Lessee.

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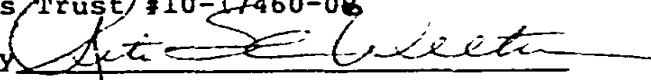
Property of Cook County Clerk's Office

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LESSOR

SEE PROPERTIES INDEX ATTACHED HEREIN AND MAKE A PART HEREOF

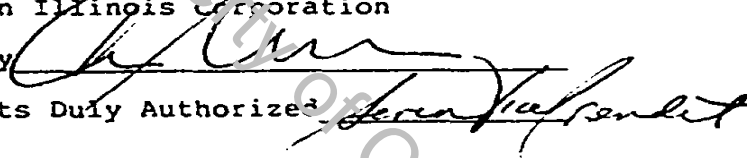
LaSalle National Bank, a national banking association, not personally, but as successor trustee to Central National Bank in Chicago, as trustee under the provisions of a Trust Agreement dated June 30, 1970, and known as Trust #10-17460-08

By 

Its Duly Authorized ASSISTANT SECRETARY

LESSEE

Intercounty Title Company of Illinois, an Illinois Corporation

By 

Its Duly Authorized OFFICER

MAIL TO:

This instrument prepared by:
Allen I. Brown
Schain, Firsell, Brown & Burney, Ltd.
120 West Madison St.
Chicago, IL 60602
(312)332-0200
5416



Cook County Clerk's Office

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11/15/11 10:00 AM

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Property of Cook County Clerk's Office

GROUP EXHIBIT
"A"

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4/20/2019



UNOFFICIAL COPY Real Estate Sale Contract

CHICAGO TITLE INSURANCE COMPANY - ILLINOIS FORM 8

1. _____ (Purchaser) agrees to purchase at a price of \$ _____ on the terms set forth herein, the following described real estate in _____ County, Illinois:

commonly known as _____, and with approximate lot dimensions of _____ x _____, together with the following property presently located thereon:

2. _____ (Seller) agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable _____ deed, with release of homestead rights, if any, and a proper bill of sale, subject only to: (a) easements, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) existing leases and tenancies (as listed in Schedule A attached); (e) special taxes or assessments for improvements not yet completed; (f) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (g) mortgage or trust deed specified below, if any; (h) general taxes for the year _____ and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) _____; and to

3. Purchaser has paid \$ _____ as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus proration at the time of closing as follows: *(strike language and subparagraphs not applicable)*

(a) The payment of \$ _____

(b) The payment of \$ _____ and the balance payable as follows:

to be evidenced by the note of the purchaser (grantee), providing for full prepayment privileges without penalty, which shall be secured by a part-purchase money mortgage (trust deed), the latter instrument and the note to be in the form hereto attached as Schedule B; or, in the absence of this attachment, the forms prepared by _____ and identified as No. _____ and by a security agreement (as to which Purchaser will execute or cause to be executed such financing statements as may be required under the Uniform Commercial Code in order to make the lien created thereunder effective), and an assignment of rents, said security agreement and assignment of rents to be in the forms appended hereto as Schedules C and D. Purchaser shall furnish to Seller an American Land Title Association loan policy insuring the mortgage (trust deed) issued by the Chicago Title Insurance Company.

(**If a Schedule B is not attached and the blanks are not filled in, the note shall be secured by a trust deed, and the note and trust deed shall be in the forms used by the Chicago Title and Trust Company.)

(c) The acceptance of the title to the real estate by Purchaser subject to a mortgage or trust deed of record securing a principal indebtedness (which the Purchaser [does] [does not] agree to assume) aggregating \$ _____ bearing interest at the rate of _____% a year, and the payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the purchase price.

4. Seller, at his own expense, agrees to furnish Purchaser a current plat of survey of the above real estate made, and so certified by the surveyor as having been made, in compliance with the Illinois Land Survey Standards.

5. The time of closing shall be on _____ or on the date, if any, to which such time is extended by reason of paragraph 2 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of _____ or of the mortgage lender, if any, provided title is shown to be good and is accepted by the purchaser.

6. Seller agrees to pay a broker's commission to _____ in the amount set forth in the broker's listing contract or as follows: _____

7. The earnest money shall be held by _____ for the mutual benefit of the parties.

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within _____ days from the date hereof, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser.

This contract is subject to the Conditions and Stipulations set forth on the back page hereof, which Conditions and Stipulations are made a part of this contract.

Dated _____

Purchaser _____ (Address) _____

Purchaser _____ (Address) _____

Seller _____ (Address) _____

Seller _____ (Address) _____

*Form normally used for sale of property improved with multi-family structures of four or more units or of commercial or industrial properties.

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CONDITIONS AND STIPULATIONS

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to the time of closing, the plat of survey (if one is required to be delivered under the terms of this contract) and a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects, within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

3. Reats, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. If the amount of the current general taxes is not then ascertainable, the adjustment thereof except for that amount which may accrue by reason of new or additional improvements shall be on the basis of the amount of the most recent ascertainable taxes. The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows:

All prorations are final unless provided otherwise herein. Existing leases and assignable insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and shall furnish any declaration signed by the seller or the seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by the Purchaser.

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then at the option of the Seller and upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the Seller as liquidated damages.

6. At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser. *(Strike paragraph if inapplicable.)*

7. Time is of the essence of this contract.

8. Any payments herein required to be made at the time of closing shall be by certified check or cashier's check, payable to Seller.

9. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

DEPT-01 RECORDING
#3333 FRM 2979 02/15/87 10:01:00
#648 # 9 * 07-08703
COOK COUNTY RECORDER

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