

\$ 30-

18-163 (04/15/87)

GROUND LEASE

This Ground Lease is made between First National Bank and Trust Company of Evanston, a National Banking Association, not personally, but as Trustee under trust agreement R-1085 dated October 21, 1963 ("Lessor"), and St. Paul Federal Bank for Savings ("Lessee").

ARTICLE 1

Demised Premises

Lessor hereby demises and leases to Lessee, and Lessee hereby takes from Lessor, the following described premises (hereinafter called the "Demised Premises");

All that certain plot, piece or parcel of land, consisting of approximately 18,231 square feet located at the intersection of Kenneth Avenue and Golf Road in the Village of Skokie, County of Cook, and State of Illinois, the legal description of which is contained in Exhibit A attached hereto;

Together with the buildings and improvements erected thereon;

Together with all the right, and title, if any, of Lessor in and to any strips of land adjoining the land described on Exhibit A on any side thereof including all right, title and interest which Lessor may acquire as a result of the vacation of adjacent streets and alleys;

Together with all easements or other rights in and to property which adjoins the land described on Exhibit A.

Subject, however, to the matters listed on Exhibit B which are referred to herein as the "Permitted Exceptions".

ARTICLE 2

Term of Lease - Option to Terminate

Section 2.01 The term of this lease shall be twenty-five (25) years commencing May 1, 1987, unless sooner terminated as hereinafter provided.

Section 2.02

- (a) Subject to the exercise of notice as hereinafter provided, Lessee shall have the option to terminate this Lease on the tenth (10th), fifteenth (15th) and twentieth (20th) anniversary of the commencement date of this Lease (hereinafter called "Termination Dates")
- (b) Unless Lessee shall give written notice to Lessor no later than six (6) months prior to a Termination Date of Lessee's intent to terminate the Lease, the Lease shall continue in full force and effect and Lessee's right to terminate the Lease as of the respective Termination Date shall be deemed waived.

7117034DZ

87282982

Document prepared by

AFTER RECORDING RETURN TO:  
John Mays  
Gault & Fabner  
122 North LaSalle Street  
Chicago, Illinois 60601

ARTICLE 3

Rent

Section 3.01

Lessee shall pay an annual rental of \$25,000.00, in monthly installments in advance on the first day of each month to Philip P. Georgouses, 4400 Golf Road, Skokie, Illinois 60076, commencing on the first day of the first month after the contingencies specified in Article 5 have been satisfied and on the first day of each month thereafter for the term of the Lease.

Section 3.02 It is the purpose and intent of Lessor and Lessee that this is a net lease and that the rent shall, be net to Lessor, so that this Lease shall yield, net, to Lessor, the fixed annual rent specified in Section 3.01 hereof in each year during the term of this Lease and that all "Impositions", as that term is defined in ARTICLE 8 below which may arise or become due during the original or any renewal term of this Lease shall be paid by Lessee.

ARTICLE 4

Right of First Refusal - Right to Purchase

Section 4.01 Provided, and on condition that the Lessee is not then in default, it is agreed that should Lessor, its successors or assigns, during the term of this Lease receive a bona fide offer to purchase the Demised Premises, or any part thereof, and Lessor desired to accept said offer; or should Lessor during such time make a bona fide offer to sell the Demised Premises, or any part thereof, Lessor shall give Lessee thirty (30) days notice in writing of each such offer setting forth the name and address of the proposed purchaser, the amount of the proposed purchase price, and all other terms and condition of such offer; and Lessee shall have the right of first refusal to purchase the Demised Premises, which are the subject of the offer, by giving written notice to Lessor of its intention to purchase within said thirty (30) day period at the same price and on the same terms of any such offer, it being understood that notwithstanding the fact that Lessee does not give notice of its intention to purchase said property within said period, Lessee's rights under Section 4.01 shall remain in full force and effect and this Lease and all of its terms and conditions shall remain in full force and effect; and Lessor and any purchaser or purchasers of the Demised Premises, shall be bound hereby. In the event that the premises set forth in the offer are not sold for any reason, Lessee shall have, upon the same conditions and notice, the continuing right of first refusal, to purchase the Demised Premises or any part thereof, upon the terms of any subsequent bona fide offer or offers of purchase or sale. Nothing contained in this Section 4.01 shall be deemed a limitation of Lessee's right to purchase the Demised Premises in accordance with the provisions of Section 4.02 below.

Section 4.02 From and after the tenth (10th) anniversary of the commencement date of the Lease, Lessee shall have a continuing option to purchase the Demised Premises on the following terms and conditions:

- (a) Lessee shall give Lessor no less than sixty (60) days written notice of its election to exercise its option and the date of closing;
- (b) Title shall be conveyed by stamped warranty deed subject only to the Permitted Exceptions (excluding any mortgage, trust deed or other security document of record);

87282982

- (c) At closing (which shall be through escrow) Lessor will deliver an Owner's Title Policy from Chicago Title Insurance Company with extended coverage over mechanics liens and survey matters and subject only to the the matters set forth in (b) above (the cost of such policy shall be borne by Lessor but, at closing, Lessor shall be entitled to a credit for title costs incurred pursuant to Section 5.01 below); and
- (d) The purchase price (plus or minus customary prorations, if any) shall be determined in the following manner:
  - (i) Between the tenth (10th) and fifteenth (15th) anniversary of the commencement date of this Lease the purchase price shall be \$350,000.
  - (ii) Between the fifteenth (15th) and twentieth (20th) anniversary of the commencement date of this Lease the purchase price shall be \$400,000.
  - (iii) Between the twentieth (20th) and twenty-fifth (25th) anniversary of the commencement date of this Lease the purchase price shall be \$450,000.

ARTICLE 5

Contingencies

Section 5.01 All of Lessee's obligations hereunder including Lessee's obligations to make rental payments and pay Impositions, are contingent upon Lessor obtaining - within 30 days after execution of this Lease - a Lessee's title policy issued by Chicago Title Insurance Company insuring Lessee's title to the leasehold estate created hereby. Such policy shall show Lessee's title to be subject only to the Permitted Exceptions. Such policy shall be in the amount of \$450,000.00 and shall be provided at Lessor's cost and expense. If Lessee is unable to cause Chicago Title Insurance Company to issue said policy or if Lessee's title to the Demised Premises is subject to unpermitted exceptions and such unpermitted exceptions are not waived or insured over by Lessor within 60 days of the date hereof, Lessee shall have the right to declare this Lease null and void by the sending of a Nullification Notice.

Section 5.02 This Lease, including Lessee's obligation to make rental payments and pay the Impositions, is contingent upon and may be terminated by the sending of a Nullification Notice if Lessee does not obtain approval of the Federal Home Loan Bank Board within sixty (60) days of the date hereof to the development and operation of a full service banking facility with parking and drive through services all in a manner satisfactory to Lessee.

Section 5.03 Lessee's obligations under this Lease, including Lessee's obligation to make any rental payments and to pay the Impositions, are contingent upon and may be terminated by the sending of a Nullification Notice if Lessee does not obtain the following by December 31, 1987:

- (a) Lessee does not obtain appropriate zoning for the Demised Premises, as determined by Lessee including such special uses permits, variances or rezoning necessary to permit the development and operation of a parking facility for a full service banking facility with six lanes of drive-through services;

- (b) Lessee does not obtain all governmental approvals necessary for construction of said facility;
- (c) Lessee does not obtain all necessary highway and street access and curb cut permits;
- (d) Lessee is unable to satisfy the requirements of the Village of Skokie as to control of the Demised Premises and the property west of Kenneth Avenue;
- (e) Lessee does not enter into a lease of real estate west of Kenneth Avenue for a full service banking facility with six lanes of drive-through services and/or contingencies and conditions in said lease similar to those set forth in this Article 5 are not satisfied or waived to Lessee's reasonable satisfaction;
- (f) Lessee is unable to satisfy the Village of Skokie requirements that the use of the Demised Premises be restricted to parking.

Lessee shall have the right to petition the appropriate governmental bodies to rezone, grant variances, grant special use permits and vacate streets and alleys adjacent to the land described on Exhibit A and to take all reasonable steps necessary to effect such rezoning and to obtain variances, special uses, street or alley vacations and permits. Lessor shall cooperate with Lessee in seeking to obtain the matters referenced above and Lessor shall execute or cause to be executed within five days of a request from Lessee, any petitions or other documents required to effectuate all of the foregoing (including a unification of the ownership of the Demised Premises into one owner of record, if required). If the Village should require that a covenant be recorded against the Demised Premises restricting its use to parking, Lessor shall promptly execute and deliver same to Lessee. Lessee agrees that upon expiration of the Lease term or upon any other termination of the Lease by Lessee, Lessee will remove said covenant within one hundred twenty (120) days or will, in the alternative, purchase the Demised Premises upon the terms set forth in Section 4.02 above and at the applicable price set forth in said Section 4.02 if said termination is subsequent to the tenth (10th) anniversary of this Lease and at the price of \$250,000.00 if termination occurs prior thereto.

Section 5.04 The satisfaction of each of the contingencies set forth in Sections 5.01, 5.02, and 5.03 above are conditions precedent to Lessee's obligations hereunder and notwithstanding any other provisions of this Lease, Lessee shall be under no obligation to pay rent or Impositions until such time as all conditions in Sections 5.01, 5.02 and 5.03 are satisfied or waived. In the event the conditions of Section 5.01 are not met by the date specified therein or Lessee is unable to obtain the approvals contemplated by Section 5.02 by the date specified therein or if Lessee is unable to obtain or accomplish the matters described in Section 5.03, Lessee may give written notice (the "Nullification Notice") to Lessor specifying that the contingencies described in Sections 5.01, 5.02 and/or 5.03 were not accomplished and declaring this Lease terminated and null and void. If Lessee fails to give such notice within the times provided, this Lease shall continue in full force and effect. Lessee's Nullification Notice may be given at any time between the date of this Lease and 15 days after the expiration of the contingency to which it applies.

ARTICLE 6

Use of Property

Section 6.01 Lessee shall use the premises for parking for a full service banking facility including a six-lane drive-through facility, or for any other lawful use. Lessee shall, subject to the approval of all governmental bodies having appropriate jurisdiction, have the right to demolish, from time to time, any and all buildings, structures and improvements located thereon and construct other buildings, structures and improvements on the Demised Premises.

Section 6.02 Lessee shall not suffer or permit the Demised Premises or any portion thereof to be used by the public in such manner as might impair Lessor's title to the Demised Premises or any portion thereof.

ARTICLE 7

Construction by Lessee

Section 7.01 From time to time during the term of this Lease, Lessee shall have the right, after the satisfaction of any necessary governmental requirements and receipt of demolition and building permits, to proceed to demolish any buildings, structures and other improvements on the Demised Premises and thereafter to construct other buildings, structures and improvements on the Demised Premises for the uses herein contemplated. All demolition and construction shall be done in a good and workmanlike manner and at Lessee's sole cost and expense.

Section 7.02 Prior to commencing any construction, Lessee shall apply for and obtain governmental permits necessary therefor. Lessor agrees to cooperate in all respects with Lessee in the making of such applications, provided it is reimbursed for any reasonable out-of-pocket expenses incurred in connection therewith. All construction shall be designed and carried out in all respects in accordance with law and all applicable building codes and regulations of the Village of Skokie, Cook County and State of Illinois if any.

Section 7.03 Any and all buildings, structures, and improvements located upon the Demised Premises at the expiration or sooner termination of this Lease shall then become property of Lessor and shall be surrendered at that time in accordance with the provisions of Section 9.01 hereof.

ARTICLE 8

Payment of Taxes, Assessments, Etc.

Section 8.01 Lessee shall pay or cause to be paid (except as in Section 8.02 hereof provided), before any fine, penalty, interest or costs may be added thereto for the non-payment thereof, all real estate taxes, assessments, water and sewer rents, rates and charges, vault license fees or rentals, levies, license and permit fees and other similar charges (excluding any and all assessments and charges caused by Lessor or assessed against the Demised Premises but not directly arising out of the operation or ownership thereof.) which during the term of this Lease may be assessed against the Demised Premises, or any part thereof (all such real estate taxes, assessments, water and sewer rents, rates and charges, levied, license and permit fees and other similar charges being hereinafter referred to as "Impositions", and any of the same being hereinafter referred to individually as "Imposition"); provided, however, that



- (a) If, by law, any Imposition may at the option of the taxpayer be paid in installments, Lessee may pay the same in equal installments over a period of not more than ten (10) years. Lessee shall pay only such installments as shall become due during the term of this Lease; and
- (b) All Impositions for the fiscal or tax years in which the term of this Lease shall begin and end shall be apportioned so that Lessee shall pay only those portions thereof which correspond with the portion of said years as are within the terms hereby demised.

Section 8.02 Nothing herein contained shall require Lessee to pay municipal, state or federal income taxes assessed against Lessor, municipal, state or federal capital levy, gift, estate, succession, inheritance or transfer taxes of Lessor, or corporation excess profits or franchise taxes imposed upon any corporate owner of the fee of the Demised Premises, or any income, profits, or revenue tax, assessment or charge imposed upon rent as such, payable by Lessee.

Section 8.03 Lessee, upon request of Lessor, shall furnish to Lessor within thirty (30) days after the date when any Imposition would become delinquent, official receipts of the appropriate taxing authority, or other materials evidencing the payment thereof.

Section 8.04 Lessee may seek a reduction in the valuation of the Demised Premises assessed for tax purposes and contest in good faith by appropriate proceedings, at Lessee's expense, the amount or validity in whole or in part of any Imposition; and may defer payment thereof.

Section 8.05 Lessor shall join in any proceedings referred to in Section 8.04 hereof or permit the same to be brought in its name. Lessor shall not ultimately be subjected to any liability for the payment of any costs or expenses in connection with any such proceedings. Lessee shall be entitled to any refund of any Imposition and penalties or interest thereon received by Lessor which have been paid by Lessee, or which have been paid by Lessor but previously reimbursed in full by Lessee.

## ARTICLE 9

### Surrender

Section 9.01 Except as is herein otherwise provided, Lessee shall on the last day of the term or upon any earlier termination of this Lease, surrender and deliver up the Demised Premises to the possession and use of Lessor without delay, free and clear of all leases and tenancies and of all liens and encumbrances created or suffered by Lessee.

Section 9.02 If this Lease shall terminate pursuant to Article 18 or 19 hereof, then, notwithstanding Section 9.05 hereof Lessee or any sublessee shall have a reasonable time thereafter to remove any property which it shall be entitled to remove, not to exceed twenty-one (21) days following the date of termination.

Section 9.03 Lessor shall not be responsible for any loss or damage occurring to any personal property owned by Lessee or any sublessee.

Section 9.04 Where furnished by or at the expense of Lessee, or any persons claiming under Lessee, furniture, trade fixtures, and business equipment (not including personal or other property constituting part of or used or useful in the operation of any buildings or improvements then situated on the Demised

Premises, including, but not limited to, all operating and maintenance equipment, machinery, and supplies) may be removed by the Lessee at Lessee's expense at or prior to the termination or expiration of its lease, provided, however, that the removal thereof will not structurally injure any building then situated on the Demised Premises or necessitate fundamental changes in or repairs to any such building. Lessee shall, with due diligence and in good faith, cause the building to be restored to its condition prior to such removal and any such injury to be promptly repaired. All personal property constituting part of or used or useful in the operation of any building then located upon the Demised Premises, including, but not limited to, all operating and maintenance equipment, machinery, and supplies, shall upon expiration or termination of the term of this Lease become the property of Lessor free and clear of all claims of Lessee or of any person claiming by, through, or under Lessee and this Lease shall operate as a bill of sale thereof.

Section 9.05 Any personal property of Lessee or any sublessee which shall remain in the building after the termination or expiration of this Lease and the removal of Lessee, or such sublessee from the building, may, at the option of Lessor, be deemed to have been abandoned by Lessee or such sublessee and either may be retained by Lessor as its property or be disposed of, at Lessee's expense, without accountability, in such manner as Lessor may see fit.

Section 9.06 The provisions of this Article shall survive any termination or expiration of this Lease.

ARTICLE 10

Insurance

Section 10.01 Lessee, at its sole cost and expense, shall keep whatever buildings, structures and other improvements may be located on the Demised Premises insured, during the term of this Lease, against loss or damage by fire, with such extended coverage as shall from time to time be customary for premises similarly situated in the Village of Skokie, with replacement cost (depreciation) endorsement, in amounts sufficient to prevent Lessor or Lessee from being or becoming a co-insurer within the terms of the policy or policies in question and in no event for less than full replacement value of the improvements on the Demised Premises exclusive of the cost of foundations, excavations, and footings below the lowest basement floor, without any deduction being made for depreciation.

Section 10.02 Lessee, at its sole cost and expense, shall maintain for the mutual benefit of Lessor and Lessee, general public liability insurance against claims for bodily injury, death or property damage, occurring upon, in or about the Demised Premises, and on, in or about the adjoining sidewalks and passageways (including, without limitation, personally injury, death or property damage resulting directly or indirectly from any change, alteration, improvement or repair thereof) for at least \$1,000,000 for any one accident and \$100,000 for damage to property and in such greater or lesser limits as may be determined by agreement of the parties;

Section 10.03

- (a) Nothing in this Article 10 shall prevent Lessee from taking out insurance of the kind and in the amounts provided for under this Article under a blanket insurance policy or policies of blanket insurance covering other properties as well as the Demised Premises.

- (b) The insurance policies required under this Lease to be furnished by Lessee or Lessor may, at the election of Lessee, be furnished and/or paid for by any sublessee and Lessor shall accept such policies as though they had been supplied and paid for by Lessee provided such policies shall comply otherwise with the requirements of this Lease.

Section 10.04 All policies of insurance provided for in Sections 10.01 and 10.02 hereof shall name Lessor and Lessee as the insured as their respective interests may appear. In case of damage to any buildings and structures constructed on the Demised Premises the loss shall be adjusted by and the proceeds of such insurance paid to Lessee.

Section 10.05 Each such policy or certificate therefor issued by the insurer shall, to the extent obtainable, contain an agreement by the insurer that such policy shall not be cancelled without at least ten (10) days prior written notice to Lessor.

#### ARTICLE 11

##### Lessor's Right to Perform Lessee's Covenants

Section 11.01 If Lessee shall at any time fail to pay any Imposition in accordance with the provisions of Article 8 hereof, or to take out, pay for, maintain or deliver any of the insurance policies or certificates therefor as provided for in Article 10 hereof, or shall fail to make any other payment or perform any other act on its part to be made or performed, the Lessor, after ten (10) days notice to Lessee and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease or from any default by Lessee and without waiving Lessor's right to take such action as may be permissible under this Lease as a result of such default, may (but shall be under no obligation to):

- (a) Pay any Imposition payable by Lessee pursuant to the provisions of Article 8 hereof, or
- (b) take out, pay for and maintain any of the insurance policies provided for in Article 10 hereof, or
- (c) make any other payment or perform any other act on Lessee's part to be made or performed as in this Lease provided

and may enter upon the Demised Premises for any such purpose, and take all such action thereon, as may be necessary therefor.

Section 11.02 All sums so paid by Lessor and all costs and expenses incurred by Lessor, including reasonable attorneys' fees, in connection with the performance of any such act, together with interest thereon at the rate equal to one point over the Corporate Base Rate of interest then charged by The First National Bank of Chicago on the date of such payment, from the date of such payment or incurrence by Lessor of such cost and expense, shall constitute additional rent payable by Lessee under this Lease and shall be paid by Lessee to Lessor on demand.

#### ARTICLE 12

##### Repairs and Maintenance of the Demised Premises

Section 12.01 Throughout the term of this Lease, Lessee, at its sole cost and expense, shall maintain the Demised Premises, and shall keep the same in good order and condition, except for reasonable wear and tear.



Section 12.02 Lessee shall keep all portions of the Demised Premises in a clean and orderly condition.

ARTICLE 13

Compliance with Laws, Ordinances, Etc.

Section 13.01 Throughout the term of this Lease, Lessee, at its sole cost and expense, shall promptly comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments.

Section 13.02 Lessee shall have the right, after prior written notice to Lessor, to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Lessee or Lessor or both, without cost or expense to Lessor, the validity or application of any law, ordinance, order, rule, regulation or requirement of the nature referred to in Section 13.01 hereof. Lessor, without cost to it, shall, execute and deliver any appropriate papers which may be necessary or proper to permit Lessee so to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement.

ARTICLE 14

Alterations

During the Lease Term, Lessee shall have the right from time to time to make changes, alterations, or additions to any buildings, structures or improvements that Lessee may construct from time to time on the Demised Premises, provided that all alterations shall be made at Lessee's cost and expense.

ARTICLE 15

Discharge of Liens

Lessee shall not create or permit to remain, and shall discharge any mechanic's, laborer's or materialman's lien of any conditional sale, title retention agreement or chattel mortgage, arising out of Lessee's acts and which might be or become a lien, encumbrance or charge upon the Demised Premises or any part thereof.

ARTICLE 16

No Waste

Lessor shall not do or suffer any waste or damage, disfigurement or injury to the Demised Premises or any part thereof, but this shall not be deemed to preclude Lessee from exercising its right to demolish any and all buildings, structures and other improvements on or to be placed on the Demised Premises or alterations thereto or thereof pursuant to other provisions of this Lease.

ARTICLE 17

Indemnification of Lessor

To the extent permitted by law, Lessee shall indemnify and save harmless Lessor against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expense, including reasonable attorneys' fees, which may be imposed upon or by or incurred or asserted against Lessor by reason of any negligence on the part of Lessee or any of its agents, contractors, servants, and employees, or any failure by Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations

contained in this Lease on its part to be performed or complied with. The foregoing indemnity shall not apply to or cover occurrences caused by Lessor or any of its agents, contractors, servants and employees. In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee upon written notice from Lessor shall at Lessee's expense resist or defend such action or proceeding by counsel mutually acceptable to Lessor and Lessee. If Lessee has supplied Lessor with insurance policies covering any of the aforementioned risks, no claim shall be made against Lessee unless and until the insurer shall fail or refuse to defend and/or pay all or any part thereof.

ARTICLE 18

Damage or Destruction - Termination

Section 18.01 Damage or destruction of buildings, structures or other improvements on the Demised Premises shall not be cause for cancellation of this Lease unless reconstruction of the damaged improvements to their prior condition or for their prior use is prohibited by law. In such event Lessee may elect to cancel this Lease on at least thirty (30) days' notice, given within sixty (60) days after such damage, and this Lease shall come to an end on the date in such notice specified; provided, however, that in the event of such cancellation, any damaged improvements be removed from the Demised Premises or demolished. All insurance proceeds shall be the property of Lessee.

Section 18.02 Lessee may elect to cancel this Lease on at least thirty (30) days' notice if, through no fault of Lessee, Lessee's lease of adjacent land for a full service banking facility with parking and six lanes of drive-through services is terminated or said Lease is terminated by Lessee as a result of damage, destruction, or condemnation of part or all of the adjacent land, or use of the facilities located thereon is impossible, illegal, or materially limited (i.e., as a result of condemnation or changes in zoning laws or other laws or regulations).

Section 18.03 Subject to Lessee's rights under Section 6.01, the Lessee will, at all times during the continuance of this Lease, keep and maintain Demised Premises in good repair and condition and make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, all in accordance with good standards of operation and maintenance. When used in this Article, the term "repairs" shall include all necessary replacements, renewals, alterations, additions, and betterments. All repairs made by Lessee shall be at least equal in quality and class to the original work. Lessee shall do, or cause others to do, all necessary shoring of foundations, supporting walls, and walls of the building or buildings and comply with all laws and ordinances with respect thereto and do every other act or thing for the safety and preservation thereof which may be necessary by reason of any excavation, subsurface construction, remodeling, or other building operation upon any adjoining property or street, avenue, alley, vault, subway, or passageway.

Section 18.04 Subject to Lessee's rights under Section 6.01, the necessity for and adequacy of repairs to and maintenance and operation of the Demised Premises shall be measured by the standards appropriate for like construction. Lessee in all events shall make all repairs necessary to avoid structural damage and injury.

Section 18.05 Subject to Lessee's rights under Section 6.01, Lessee shall put, keep, and maintain all portions of the Demised premises, and the sidewalks, curbs, entrances,

passageways, and all areas adjoining the same in a clean and orderly condition, free of dirt, rubbish, snow, ice, and unlawful obstructions.

Section 18.06 Lessor shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Demised Premises. Subject to Lessee's rights under Section 6.01, Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Demised Premises.

Section 18.07 No person furnishing labor or material or services for the erection or repairing of any building at any time upon said Demised Premises shall have any lien upon the Lessor's interest in said Demised Premises or any buildings thereon and any and all liens upon the Lessee's estate and interest in said Demised Premises, and the improvements situated thereon shall be subject to the rights of Lessor under the terms and provisions of this Lease.

Section 18.08 Said Lessor shall not be responsible for the collection of any insurance money hereunder in any event.

Section 18.09 Whenever Lessee, pursuant to the provisions of this Lease, is required to build, repair, restore, or tear down any building on the premises within a particular time limit, or at or before a specified date, and if Lessee should in good faith be delayed in such work of building, restoration, repair, or tearing down by any strike, lockout, fire, or other casualty, governmental restriction, or cause beyond the control of Lessee, without the fault or neglect of Lessee, then and in such event the period of delay occasioned by any such cause shall be added to the particular time limit otherwise provided herein, and Lessee shall not be in default if it shall complete such work of restoration, repair, or tearing down within the stipulated time limit as increased by a period of time equal to such period of delay. Provided, however, no such permitted delay shall excuse the Lessee from its obligation to pay when due all Rents, additional rents, or taxes and assessments required of it, or the performance of any other covenant or agreement of the Lessee which can then be performed pursuant to the terms and conditions hereof.

Section 18.10 Subject to Lessee's rights under Section 6.01, notwithstanding any other provision of this Lease, all costs and expenses incurred to maintain, rebuild, replace, or restore the improvements situated on the Demised Premises shall be paid from the funds of the Lessee and the proceeds of insurance, if any, which may be received by reason of insurance policies in force at such time.

#### ARTICLE 19

##### Condemnation

Section 19.01 If the whole of the Demised Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof (any and all of which may hereinafter be referred to as a "Taking"), then this Lease shall automatically terminate as of the date that possession has been so taken (the "Vesting Date").

In the event of any such Taking and the termination of this Lease,

- (a) the Lessor shall be entitled to receive any such awarded or awards until the Lessor has received the total sum of Two Hundred Fifty Thousand dollars (\$250,000.00) if such condemnation shall occur prior to the last day of the tenth (10th) year of this

Lease; Three Hundred Fifty Thousand Dollars (\$350,000.00) if such condemnation shall occur subsequent to the tenth (10th) lease year but prior to the last day of the fifteenth (15th) year of this Lease; or Four Hundred Thousand Dollars (\$400,000.00) if such condemnation shall occur subsequent to the fifteenth (15th) lease year but prior to the twentieth (20th) lease year and Four Hundred Fifty Thousand Dollars (\$450,000.00) if such condemnation shall occur subsequent to the twentieth (20th) lease year;

- (b) the balance of any said award or awards shall be paid to the Lessee.

Section 19.02 In the event of a Taking of less than all of the Demised Premises, or a Taking which changes the streets adjacent to the Demised Premises or which changes Lessee's access to the Demised Premises, Lessee shall have the right to elect to terminate this Lease. In the event that Lessee so elects to terminate the Lease, Lessee shall give written notice of such election to Lessor and, upon the giving of such notice of termination, the term of this Lease shall expire and come to an end as of the last day of the calendar month in which such notice is given. In the event that such notice of termination shall be given, the term shall expire as indicated with the same force and effect as if the date therein set forth for its expiration had been the date originally fixed in this Lease as the expiration date of the term of this Lease.

Section 19.03 In the event of a Taking resulting in the termination of this Lease pursuant to the provisions of Section 19.02, the parties hereto agree to cooperate in applying for and in prosecuting any claim for such Taking and further agree that the aggregate net award, after deducting all expenses and costs, including attorneys' fees, incurred in connection therewith, shall be distributed to the parties as their respective interests may appear.

Section 19.04 Without the consent of Lessee, Lessor shall not make any settlement with the condemning authority or convey any portion of the Demised Premises and improvements thereon to such authority in lieu of condemnation or consent to any Taking.

## ARTICLE 20

### Subleases of Lessee's Interest

Section 20.01 Lessee, and Lessee's successors and assigns, may sublet the Demised Premises, in whole or in part, without the written consent of Lessor, but only for a term or terms which shall expire prior to the expiration of the term hereby granted and provided that each sublease shall be subject and subordinate to the rights of Lessor hereunder.

Section 20.02 Lessor agrees that it shall not unreasonably refuse to execute an agreement, hereinafter referred to as a "non-disturbance agreement", with such sublessees under subleases which do not extend beyond the then current or renewed term of this Lease.

## ARTICLE 21

### Default Provisions

Section 21.01 If any one or more of the following events (hereinafter sometimes called "events of default") shall happen:

- (a) If default shall be made in the due and punctual payment of any rent payable under this Lease for any part thereof, when and as the same shall be come due



and payable, and such default shall continue for a period of twenty (20) days after notice from Lessor to Lessee specifying the items in default and stating Lessor's intention to terminate this Lease by reason of such default; or

- (b) If default shall be made by Lessee in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease provided other than those referred to in the foregoing paragraph A of this Section for a period of forty-five (45) days after notice from Lessor to Lessee specifying the items in default and stating Lessor's intention to terminate this Lease by reason of such default, or in the case of a default or a contingency which cannot with due diligence be cured within said last mentioned forty-five (45) day period, Lessee fails to proceed within said last mentioned forty-five (45) day period to cure the same and thereafter to prosecute the curing of such default with due diligence (it being intended in connection with a default not susceptible of being cured with due diligence within said last mentioned forty-five (45) day period that the time of Lessee within which to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence);

Then, and in any such event, Lessor at any time thereafter may give written notice to Lessee specifying such event of default or events of default and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice, and upon the date specified in such notice, this Lease and the term hereby demised and all rights of Lessee under this Lease, shall expire and terminate.

Section 21.02 Upon any such expiration or termination of this Lease, Lessee shall quit and peacefully surrender the Demised Premises to Lessor, and Lessor, upon or at any time after any such expiration or termination, may without further notice, enter upon and re-enter the Demised Premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess Lessee and remove Lessee and all other persons and property from the Demised Premises and may have, hold and enjoy the Demised Premises and the right to receive all rental income of and from the same.

Section 21.03 Upon such expiration or termination of this Lease, Lessor shall have the obligation to exercise reasonable diligence to relet the Demised Premises or to reasonably accept any new tenant located by Lessee and to apply all rentals collected from such new tenant to reduce Lessee's remaining obligations hereunder.

Section 21.04 No remedy herein or otherwise conferred upon, or reserved to, the Lessor shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or not, or hereafter existing at law or in equity or by statute; and every power and remedy given by this indenture to the Lessor may be exercised from time to time and as often as occasion may arise or may be deemed expedient. No delay or omission of the Lessor to exercise any right or power arising from any default shall impair any such right or power, or shall be construed to be a waiver of any such default, or any acquiescence therein.

Section 21.05 No waiver of any breach of any of the covenants or conditions of this Lease shall be construed, taken, or held to be a waiver of any other breach, or waiver of, acquiescence in or consent to any further or succeeding breach of the same or similar covenant or condition.



Section 21.06 Neither the rights herein given to receive, collect, sue for, or distrain for any rent or rents, monies, or payments, or to enforce any of the terms, provisions, and conditions of this Lease, or to prevent the breach or non-observance thereof, nor the exercise of any such right, or of any other right or remedy hereunder, or otherwise granted or arising, shall in any way affect or impair or toll the right or power of the Lessor to declare the term hereby granted ended, and to terminate this Lease, as herein provided, because of any default in, or breach of, any of the covenants, provisions, or conditions of this Lease.

ARTICLE 22

Invalidity of Particular Provisions

If any term or provision of this Lease or the applications thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or enforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 23

Notices

Any and all notices, demands requests, submissions, approvals, consents, disapprovals, objections, offers or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Lease or pursuant to law or otherwise, shall be in writing and shall be deemed to have been duly given by personal delivery or shall be sent by certified mail. If sent by certified mail, notice shall be deemed to have been given on the fifth (5th) day after the mailing.

Notices intended for the Lessee shall be directed to:

President  
St. Paul Federal Bank For Savings  
6700 West North Avenue  
Chicago, Illinois 60635

with a copy addressed to:

General Counsel  
St. Paul Federal Bank For Savings  
6700 West North Avenue  
Chicago, Illinois 60635

Notices intended for the Lessor shall be directed to:

Philip P. Georgouses  
4400 Golf Road  
Skokie, Illinois 60076

or to such other agent or agents as may be designated from time to time by the parties.

87282982

## ARTICLE 24

### Quiet Enjoyment

Lessee, upon paying the annual rent and all other charges herein provided for and observing and keeping all covenants, agreement and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this Lease without hindrance or molestation by any one claiming by, through or under Lessor.

## ARTICLE 25

### Estoppel Certificates

Section 25.01 Lessee shall, without charge, at any time and from time to time, within thirty (30) days after request by Lessor, certify by written instrument, duly executed, acknowledged and delivered, to Lessor, or any other person, firm or corporation specified by Lessor:

- (a) That this Lease is unmodified and in full force and effect, or, if there have been any modifications, that the same is in full force and effect as modified and stating the modification;
- (b) Whether or not there are existing any set-offs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof and any modifications hereof upon the part of Lessee to be performed or complied with, and, if so, specifying the same;
- (c) The dates, if any, to which the rent and other charges hereunder have been paid in advance;
- (d) The date of expiration of the current term; and
- (e) The rent then payable under this Lease.

Section 25.02 Lessor shall, without charge, at any time and from time to time, within thirty (30) days after request by Lessee or leasehold mortgagees, certify by written instrument, duly executed, acknowledged and delivered, to the effect that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the same in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid, the date of expiration of the current term, the rent then payable under this Lease, and stating whether or not to the best knowledge of the officer executing such certificate on behalf of Lessor, Lessee is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the person executing such certificate may have knowledge.

## ARTICLE 26

### Brokers

Lessor and Lessee represent to each other that no broker brought about this Lease, and that there is no obligation for the payment of any commissions to any broker as a result of this Lease.

87282982

ARTICLE 27

Consent of Lessor

Where any provision of this Lease requires the consent of approval of Lessor, Lessor agrees that Lessor will not unreasonably withhold or delay such consent or approval. If Lessee shall request Lessor's consent or approval with respect to any matter hereunder, a failure of Lessor to reply to such request within ten (10) business days thereafter shall be deemed a consent or approval as the case may be.

ARTICLE 28

Possession

Lessee shall be entitled to possession of the Demised Premises after the contingencies specified in Article 5 have been satisfied or waived by Lessee.

ARTICLE 29

No Oral Modification

This Lease may not be changed or modified except by an agreement in writing, and signed by both Lessor and Lessee.

ARTICLE 30

Covenants to Bind and Benefit Respective Parties

The covenants and agreements herein contained shall bind and inure to the benefit of Lessor, its successors and assigns, and Lessee, its successors and assigns.

ARTICLE 31

Captions

The captions of this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Lease.

ARTICLE 32

Recording

This Lease shall be recorded in the Office of Recorder of Deeds for Cook County, Illinois.

87282992

# UNOFFICIAL COPY 8 7 2 8 2 9 3 2

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed by their duly authorized officers and their respective corporate seals to be hereunto affixed.

DATED: MAY 1, 1957

LESSOR:  
N/K/A FIRST ILLINOIS BANK OF EVANSTON, INC.  
FIRST NATIONAL BANK AND TRUST  
COMPANY OF EVANSTON, as  
Trustee aforesaid

LESSEE:  
ST. PAUL FEDERAL BANK FOR  
SAVINGS

By: [Signature]  
FINANCIAL SERVICES OFFICER

By: [Signature]

Attest: [Signature]  
FINANCIAL SERVICES OFFICER

Attest: [Signature]

- Permanent Index Numbers:
- 10-10-309-028-0000 Set 18
  - 10-10-309-029-0000 Set 19
  - 10-10-309-030-0000 Set 20
  - 10-10-309-031-0000 Set 21
  - 10-10-309-032-0000 Set 22
  - 10-10-309-033-0000 Set 23

REFER TO CLAUSE ATTACHED BY THE EXECUTION

FBO [Signature]

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties, indemnities and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties, indemnities and agreements of said Trustee are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only the trust property, described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First Illinois Bank of Evanston, N.A. or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenants, undertakings, warranties, indemnities or agreements of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties to this instrument and by all parties claiming by, through, or under them.

RECORDED 27 1957

87282982

Doc. 8741C. P.1

87282982

THIS INSTRUMENT PREPARED BY:

[Signature]  
Gould & Palmer  
222 North LaSalle Street  
Chicago, Illinois 60601

87282982

UNOFFICIAL COPY

8 7 2 8 2 9 3 2

ACKNOWLEDGMENT

STATE OF ILLINOIS )
COUNTY OF COOK ) SS

I, JOHN Q. HINDS, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT SONIA NAHMUD and IRENE WEBER, who are personally known to me to be the ... and ... respectively, of First National Bank and Trust Company of Evanston, and the same persons whose names are subscribed to the foregoing Lease, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said lease as their free and voluntary act and as such the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1st day of May, 1987.

John Q. Hinds
NOTARY PUBLIC

My Commission Expires August 15, 1989

Notary Public of Cook County Clerk's Office

87282932



EXHIBIT A

LOTS 18 THROUGH 23 IN BLOCK 2 IN FRANK R. MASON'S HILLCREST MANOR FIRST ADDITION, A SUBDIVISION OF THE 7 ACRES EAST OF THE ROAD OF THE SOUTH 20 ACRES OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1, 1928 AS DOCUMENT NUMBER 10105586 IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers

- 10-10-309-028-0000
- 10-10-309-029-0000
- 10-10-309-030-0000
- 10-10-309-031-0000
- 10-10-309-032-0000
- 10-10-309-033-0000

*Property location:*

*NE corner:*

*Golf Road + Kenneth St.*

*Block 14*

Clerk's Office

EXHIBIT B

Permitted Exceptions

None.

Property of Cook County Clerk's Office

ACKNOWLEDGMENT

STATE OF ILLINOIS )  
   ) SS  
 COUNTY OF COOK     )

I, MARY B. ATKIN, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT ROBERT E. CHAMBERLAIN and PATRICK J. AGNEW, who are personally known to me to be the Executive Vice President and Secretary, respectively, of St. Paul Federal Bank for Savings, and the same persons whose names are subscribed to the foregoing Lease, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Lease as their free and voluntary act and as such Executive Vice President and Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 7th day of May, 1957.

Mary B. Atkin  
 NOTARY PUBLIC

Notary of Cook County Clerk's Office

87282982