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Lease Termination Agreement

123-89-11
This Lease Termination Agreement is entered into as of this 21st day of June, 1988, between Harris Trust and Savings Bank, not personally, but solely as Trustee under Trust Agreement dated January 18, 1988 and known as Trust No. 94030 ("Lessor") and Harris Trust and Savings Bank, not personally, but solely as Trustee under Trust Agreement dated January 15, 1980 and known as Trust No. 40174 ("Lessee").

R E C I T A L S

A. On December 9, 1980, PAG, Inc. and Lessee entered into a certain Lease Agreement (the "Lease"), which Lease demised the property located at 3301 Kirchoff Road, Rolling Meadows, Illinois and legally described on Exhibit A attached hereto (the "Property"), as well as other property, from PAG, Inc. to Lessee. A Memorandum of the Lease was filed with the Registrar of Titles of Cook County on December 24, 1980 as Document LR 3145528.

B. PAG, Inc.'s interest as the lessor under the Lease has been subsequently assigned to Lessor.

B. On June 8, 1988, Lessor, Sherry Carvelli and Louis Carvelli (collectively, the "Buyer"), entered into a certain Real Estate Sale Contract (the "Sale Contract"), under which Sale Contract Lessor agreed to sell the Property to Buyer and Buyer agreed to purchase the Property from Lessor. The Sale Contract also provided that Lessor and Lessee would enter into this Termination.

A G R E E M E N T S

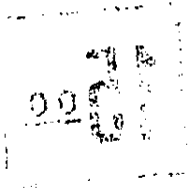
NOW, THEREFORE, in consideration of the Recitals, which are hereby incorporated into and made a part of this Termination, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. The Lease is hereby terminated and declared null, void and of no further force and effect, as the Lease relates to the Property legally described on Exhibit A attached hereto.

2. Lessor and Lessee, for themselves and their beneficiaries, agents, successors and assigns, do hereby

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release from liability and agree not to make any claim, institute any action, suit in equity or at law or under any statute or otherwise, against each other or any beneficiaries, parents, subsidiaries, agents, employees, legal counsel, successors or assigns of each other, arising out of or related to each other's actions or omissions under or related to the Lease and the Property.

IN WITNESS WHEREOF, this Lease Termination Agreement was executed as of the date first above written.

LESSOR:

HARRIS TRUST AND SAVINGS BANK,
not personally, but solely as
Trustee under Trust Agreement
dated January 18, 1968 and
known as Trust No. 94030

By: 

Its: VICE PRESIDENT

ATTEST:

By: 

Its: ASSISTANT SECRETARY

LESSEE:

HARRIS TRUST AND SAVINGS BANK,
not personally but solely as
Trustee under Trust Agreement
dated January 15, 1980 and
known as Trust No. 40174

By: 

Its: _____

ATTEST:

By: 

Its: _____

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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Property of

It is expressly understood and agreed by all parties hereto, notwithstanding anything to the contrary herein, that the warranties, representations, covenants, conditions, undertakings and agreements herein made on the part of the Morris Trust and Savings Bank with reference to the property specified herein, and the covenants, undertakings and agreements on the part of the Morris Trust and Savings Bank are or will be made and entered into by the Morris Trust and Savings Bank for the purpose of holding said Morris Trust and Savings Bank personally but are made and entered into for the purpose of holding the trust property specified herein, and the instrument is executed and delivered by said Morris Trust and Savings Bank in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement, and that no personal liability or personal responsibility is assumed by, nor shall any time be asserted or enforceable against the Morris Trust and Savings Bank on account of this instrument or on account of any warranties, representations, covenants, undertakings or agreements in this instrument or any other expressed or implied; all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Morris Trust and Savings Bank has no obligations or duties in regard to the operation, management and control of the trust premises, nor does it have any possessory interest therein; and that said bank has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Morris Trust and Savings Bank is not the agent for the Beneficiary of its trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

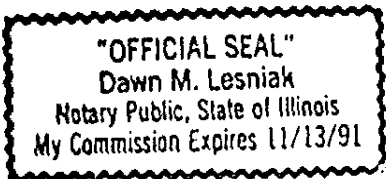
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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, DAWN M. LESNIAK, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that [REDACTED], the VICE PRESIDENT of Harris Trust & Savings Bank, not personally, but solely as Trustee under Trust Agreement dated January 15, 1980, and known as Trust Number 40174 and KENNETH E. PIEKUT, the ASSISTANT SECRETARY of said Bank, as Trustee aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22nd day of June, 1988.



Dawn M. Lesniak
 Notary Public

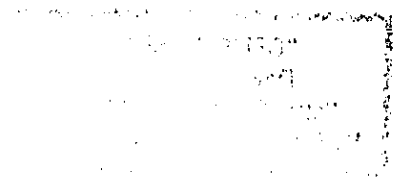
My Commission expires _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, DAWN M. LESNIAK, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES J. PERNER, the VICE PRESIDENT of Harris Trust & Savings Bank, not personally, but solely as Trustee under Trust Agreement dated January 18, 1988, and known as Trust Number 94030 and KENNETH E. PIEKUT, the ASSISTANT SECRETARY of said Bank, as Trustee aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ²² ~~20~~ day of June, 1988.

"OFFICIAL SEAL"
Dawn M. Lesniak
Notary Public, State of Illinois
My Commission Expires 11/13/91

Dawn M. Lesniak
Notary Public

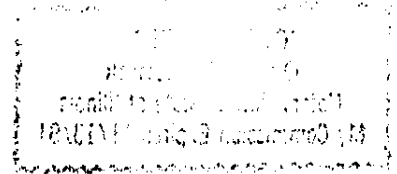
My Commission expires _____

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EXHIBIT A

PARCEL 1:

THAT PART OF LOT "S" IN ROLLING MEADOWS, UNIT NUMBER 8, BEING A SUBDIVISION IN THAT PART OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF KIRCHOFF ROAD, ACCORDING TO THE PLAT THEREOF FILED IN THE OFFICE OF THE REGISTRAR OF TORRENS TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER LR 1608437, COMMENCING AT A POINT ON A LINE, 60 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT "S" 230 FEET SOUTH OF THE POINT OF INTERSECTION OF SAID PARALLEL LINE WITH THE NORTHERLY LINE OF LOT "S" (SAID NORTHERLY LINE OF LOT "S" BEING THE SOUTHERLY LINE OF KIRCHOFF ROAD); THENCE NORTH ALONG SAID PARALLEL LINE, 230 FEET TO SAID NORTHERLY LINE OF LOT "S"; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF LOT "S" A DISTANCE OF 155 FEET; THENCE SOUTHWESTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID NORTHERLY LINE OF LOT "S" A DISTANCE OF 119 FEET; THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

✓ Address: 3301 Kirchoff Road, Rolling Meadows, Illinois
P.I.N.: 02-36-105

This Instrument prepared by
and return other Filing to:

Kevin D. Kline
Hopkins & Sutter
Three First National Plaza
Chicago, Illinois 60602

EX 333-CC

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