

Purchaser good title to the Premises subject only to

(a) A recordable Trustee's Deed conveying to

pursuant to Paragraph 8 of this Agreement:

Closing"), the following documents through the escrow established

or on another date mutually agreed upon in writing ("Final

Agreement, Seller shall convey to Purchaser on November 5, 2000,

penalties, if any, and all other monies due Seller under this

Purchase Price outstanding, together with all interest and

1. Upon Purchaser first having paid the balance of the

Agreement, the parties mutually agree as follows:

covenants, conditions and representations contained in this

NOW, THEREFORE, in consideration of the mutual

WHEREAS, Purchaser desires to purchase the Premises.

described in Exhibit A, attached hereto ("Premises").

known as 129 South Roselle Road, Schaumburg, Illinois, legally

WHEREAS, Seller desires to sell the property commonly

WITNESSETH:

("Purchaser")

collectively referred to as "Seller", and CARMINE NACCARATO

BUILDING PARTNERSHIP ("Beneficiary") (Trustee and Beneficiary are

("Trustee"), and its beneficiary, SCHAUMBURG PROFESSIONAL

DATED AUGUST 1, 1971, AND KNOWN AS TRUST NUMBER 42810

between LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT

THIS AGREEMENT, is made Dec 27th, 1988, by and

INSTALLMENT AGREEMENT TO PURCHASE REAL ESTATE

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follows:

(2) separate portions which shall be payable as
 Thousand Dollars (\$1,025,000.00) shall consist of two
 (c) The balance of one Million Twenty-five

graph 13 of this Agreement.

and plus or minus the net proration provided in Para-
 (\$200,000.00) ("Down Payment"), less the Earnest Money
 (b) The sum of Two Hundred Thousand Dollars

defined.

the initial closing (as said terms are hereinafter
 be applied to the Down Payment required to be paid on
 to the benefit of Purchaser. The Earnest Money shall
 ("Broker"). All interest earned, if any, shall inure

REALTY WORLD DURBIN-FLOYD ASSOCIATES, INC.

execution of this Agreement and to be held in escrow by
 ("Earnest Money") to be paid concurrently with the

(a) Twenty five Thousand Dollars (\$25,000.00)

Thousand Dollars (\$1,225,000.00) ("Purchase Price") as follows:

for the Premises, the sum of one Million Two Hundred Twenty-five
 2. Purchaser shall pay to Seller as the purchase price
 Agreement.

shall be included in the term Premises whenever used in this
 Exhibit B, attached hereto. Hereinafter personal property

(b) A Bill of Sale for the personal property listed on

Documents).

the Permitted Exceptions (other than the Mortgage

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(1) An amount equal to the outstanding balance of Seller's Mortgage (as defined in Paragraph 17 of this Agreement) determined as of the Initial Closing, shall be paid together with interest at the rate of twelve and one-quarter percent (12-1/4%) on said balance remaining unpaid from time to time, amortized with principal over one hundred forty-one (141) months, payable in equal monthly installments.

(11) The amount of one million twenty-five thousand dollars (\$1,025,000.00) less the amount of Seller's Mortgage balance outstanding, determined as of the Initial Closing, shall be paid together with interest at the rate of nine and one-half percent (9-1/2%) per annum, amortized with principal over thirty (30) years, payable in equal monthly installments, for the period from the Initial Closing until the first anniversary of the Initial Closing; then and thereafter the interest rate shall be adjusted annually, beginning with the first anniversary of the Initial Closing, and shall be the prime interest rate charged by Lasalle National Bank on each anniversary of the Initial Closing. The interest rate shall remain in effect until the succeeding anniversary. Principal and interest shall be amortized.

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tized over thirty (30) years payable in equal

monthly installments throughout the term of this

Agreement and shall be amortized on each annu-

versary date.

For purposes of this Agreement, payments under

this subparagraph (c) shall be payable by Purchaser

together in the form of one (1) payment and shall be

collectively referred to as "Monthly Installments".

(d) In the event Purchaser fails to pay any

Monthly Installment or any other amount advanced by

Seller on behalf of Purchaser, or any other amount due

by Purchaser to Seller pursuant to this Agreement

(including amounts accelerated pursuant to Paragraph

21), within five (5) days after the date said Monthly

Installment or amount is due, Purchaser shall pay to

Seller, as a late payment penalty ("Penalty" or

"Penalties"), four percent (4%) of such amount due,

payable immediately. Additionally, interest shall

accrue, after the five (5) day period mentioned herein,

on said Monthly Installment, amount due or Penalty due,

at the rate of fifteen and one-quarter percent (15-

1/4%) per annum until paid.

The balance of the Purchase Price outstanding, together

with any accrued and unpaid interest and penalties and any

amounts advanced by Seller on behalf of Purchaser pursuant to

this Agreement, shall be paid in full on the final closing.

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Property of Cook County Clerk's Office

the Mortgage Documents (hereinafter defined).
encumbrances rights of others except as set forth in
property, free and clear of all liens, claims,
(c) That Seller owns all of the personal
restrictions affecting the Premises;
orders or directives or any covenants, conditions or
county or municipal laws, regulations, ordinances,
thereof does not violate any federal, state, city,

(b) That the Premises and the use and occupancy
Purchaser.
Premises or any portion thereof without the consent of
fully its obligations hereunder unto any leases of the
the Premises, or prevent Purchaser from performing
Purchaser's rights under this Agreement or in and to
deed which shall diminish, encumber, or affect
part thereof, or otherwise perform or permit any act or
or encumbered, its interest in the Premises, or any
or encumber or cause to be sold, transferred, conveyed
Final Closing, Seller shall not sell, transfer, convey

(a) From the date hereof to and including the
Purchaser:
3. Seller covenants, represents and warrants to

60193.
CORSTEN, D.D.S., 129 South Roselle Road, Schaumburg, Illinois
SCHAUMBURG PROFESSIONAL BUILDING PARTNERSHIP, c/o JOHN T.
Purchaser shall make all payments payable to the

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Purchaser shall not enter into any new leases or other agreements
renew any existing lease without prior written consent of Seller.
Closing, Purchaser shall not terminate, amend, modify, extend, or
Seller that from the initial closing to and including the final

4. Purchaser covenants, represents and warrants to
good repair, subject to normal wear and tear.
equipment and will continue to maintain such items in
improvements to the premises, fixtures and operating
all repairs, renewals, replacements, additions and
including initial closing, Seller will continue to make
(g) From and after the date hereof, to and

contemplated by this Agreement.
to Seller, the Premises or against the transactions
proceeding pending or threatened, against or relating
(f) That there is no claim, litigation or

ment, without Purchaser's prior written consent.
kind whatsoever, or modify or extend any other agree-
enter into any new leases or other agreements of any
prior written consent of Purchaser. Seller shall not
terminated, amended, modified or extended without the
the initial closing, no existing lease shall be
(e) That, from the date hereof to and including

to Purchaser.
complete copies of all leases for space at the Premises
(d) That Seller has delivered true, correct and

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of any kind whatsoever, or modify or extend any other agreements, without seller's prior written consent.

5. On the initial closing, title to the Premises may

be subject only to the following ("Permitted Exceptions"):

- (a) covenants, conditions and restrictions of record.
- (b) private, public and utility easements and roads and highways, if any.
- (c) Easements of record and party wall rights and agreements, if any.

(d) Existing leases and tenancies.

(e) Special taxes or assessments for improvements not yet completed.

(f) Installments not due at the date hereof or any special tax or assessment for improvements heretofore completed.

(g) General taxes for the year 1988 and subsequent years, including taxes which may accrue by reason of new or additional improvements during the year 1988 and subsequent years; and all taxes, special assessments and special taxes levied after the date of this Agreement.

(h) General exceptions typically found in Schedule A of a standard CHICAGO TITLE INSURANCE COMPANY owner's Title Insurance Policy.

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In the event the Title Commitment discloses exceptions other than the Permitted Exceptions, and if such defects constitute interests, encumbrances or liens of definite or ascertainable amounts, Seller shall have

policies on final closing.

Seller shall only be responsible for the cost of this policy and is not required to provide any additional grantor subject only to the Permitted Exceptions.

of the purchase price, covering title in the intended amount issued by Chicago Title Insurance Company in the amount owner's Title Insurance Policy concerning the property (b) Title Commitment for a Contract-Purchaser's

(a) Survey.

(7) days prior to the initial closing the following:

6. Seller shall provide, at Seller's expense, seven

Estate.

(7) This installment Agreement to Purchase Real

(k) Assignment of Rents, if any.

the "Mortgage Documents".

Document Number 85264597 (collectively referred to as

Paragraph 17) dated October 15, 1985, and recorded as

(j) Mortgage and Promissory Note (as defined in

building zoning laws and ordinances.

restrictions, conditions and covenants of record,

(i) Building, building line and use or occupancy

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the same removed at the Initial Closing by payment of funds from the Down Payment.

If the Title Commitment discloses title exceptions other than Permitted Exceptions which do not constitute interests, encumbrances liens of definite or ascertainable amounts, then Seller shall have thirty (30) days from the date the Survey and Title Commitment were required to be delivered to Purchaser to either (1) have the unpermitted title exceptions removed from the Title Commitment and the Survey, or (11) have the title insurance company commit to insure against any loss or damage that may arise by reason of such unpermitted title exceptions by committing to utilize part of the Down Payment or otherwise provide for the satisfaction of the unpermitted title exceptions.

In the event Seller fails to have the unpermitted title exceptions removed within such thirty (30) day period and such exceptions are not liens or encumbrances of an ascertainable amount which could be removed at the Initial Closing, then Purchaser may either (1) terminate this Agreement in which event all the Earnest Money including interest earned thereon shall be immediately returned to Purchaser, whereupon this Agreement shall be null and void and of no further force and effect; or (11) elect to proceed with the Initial Closing with the Premises subject to said

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Following:

9. Seller shall, on the initial closing, do the fol-

pursuant to this Agreement shall be deposited. by all documents required to be delivered at the initial closing ("Escrow") with Chicago Title & Trust Company ("Escrow") where- (5) days prior to the initial closing a strict order escrow

8. Seller and Purchaser shall establish at least five

be arbitrarily withheld.

Seller extends such date at Seller's sole discretion, which may 60602. The initial closing may occur after March 17, 1989, if Trust Company, 111 West Washington Street, Chicago, Illinois shall be on March 17, 1989, at 10:00 a.m. at Chicago Title & however, if no date is agreed upon, then the initial closing time to be mutually agreed upon in writing by the parties; parties) during the week of March 13, 1989, the exact date and (or such other location as mutually agreed upon in writing by the office of CHICAGO TITLE & TRUST COMPANY or one (1) of its agents 7. The "initial closing" shall be and occur at the

Promises subject to said unpermitted exceptions.

Purchaser to proceed with the initial closing with the

(20) day period shall be deemed an election by

Seller with notice of such election within the twenty

(30) day period. Failure of Purchaser to provide

within twenty (20) days after expiration of the thirty

such election by giving Seller notice of such election

unpermitted title exceptions. Purchaser shall make

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(a) Deliver to Purchaser an assignment dated as of the Initial Closing of all existing leases affecting the Premises and Seller's interest in security deposits and advance rentals, if any, and appropriate notices to tenants of the change of possession.

(b) Deliver to the Escrowee a Trustee's Deed dated as of the Initial Closing.

(c) Deliver to the Escrowee a Bill of Sale dated as of the Initial Closing.

10. Purchaser shall, on the Initial Closing, do the following:

(a) Deliver to Seller the entire Down Payment in the form of one (1) or more cashier's checks or certified checks, payable to Schaumburg Professional Building Partnership.

(b) Deliver to Seller a fully completed and executed Assignment of Rents, George E. Cole Form 894 (April, 1980), suitable for recording.

11. Seller and Purchaser shall jointly deposit in Escrow on the Initial Closing:

(a) An executed original of this Agreement.

(b) Executed real estate transfer declarations for Cook County, the State of Illinois and the Village of Schaumburg, if any.

(c) A mutually agreed upon closing and proration statement.

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The parties will execute at the initial closing a memorandum in recordable form specifying the salient provisions of this Agreement, which Purchaser may cause to be recorded with the office of the Recorder of Deeds, Cook County, Illinois.

12. Escrowee shall accept and hold all deposits made to the Escrow by the Seller and Purchaser on the initial closing until the parties have performed all obligations pursuant to this Agreement or upon the forfeiture of this Agreement by Purchaser. Escrowee shall, upon receipt of a certified copy of a court order adjudicating Purchaser's forfeiture, deliver to Seller all deposits made to the Escrow by Seller and Purchaser.

13. Water and other utility charges, fuels, prepaid service contracts, rents, insurance premiums and other similar items shall be prorated as of the initial closing. Any delinquencies in rents or other payments due the Seller from the lessees as of the date of closing shall remain the property of the Seller, and there shall be no proration thereof at closing. Purchaser shall have no obligation to collect any such delinquencies, but if such delinquencies are collected by Purchaser, or parts thereof, Purchaser shall remit such collections to the Seller.

14. Seller shall be responsible for paying all taxes, assessments, insurance premiums, utilities, and all expenses related to the Premises accruing prior to the initial closing. Purchaser shall be responsible from the initial closing through final closing for paying all taxes, assessments, insurance pre-

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sums, utilities, and all expenses related to the Premises, accruing on and after the initial closing, and any other item Purchaser is obligated to pay under this Agreement. Seller may elect to pay such items if not paid by Purchaser, as well as interest and penalties thereon, and any amount paid by Seller shall be immediately due and payable to Seller by Purchaser.

15. Purchaser shall pay to Seller each month, in addition to but together with each monthly installment (as defined in Paragraph 2(c)), one-twelfth (1/12) of the total estimated annual real estate taxes. The total estimated annual real estate taxes shall be determined by multiplying the most recent ascertainable tax bill by 1.15. This calculation shall be performed annually to determine Purchaser's estimated annual tax liability. At the time the final real estate tax bill ("Final Tax Bill") is issued each year, Seller shall determine within thirty (30) days thereof, whether Purchaser's tax payments for the subject year are sufficient to pay the Final Tax Bill.

In the event Purchaser's tax payments for the subject year are greater than the Final Tax Bill, Purchaser shall receive a credit for the excess taxes paid to date for the subject year. The credit shall be applied to Purchaser's monthly tax payments due immediately following Seller's determination, thereby reducing said monthly tax payments until the credit is eliminated.

In the event Purchaser's tax payments for the subject year are less than the Final Tax Bill, Purchaser shall pay to

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Seller, within ten (10) days after receiving written notice of the underpayment, the entire amount of said underpayment. In addition to the annual real estate taxes, Purchaser shall pay all special assessments and special taxes levied on the premises. Seller shall notify Purchaser in writing of said assessments or taxes and Purchaser shall pay the full amount of said assessments or taxes within thirty (30) days after receiving written notice of such from Seller. The parties acknowledge that Seller will be responsible for all or portions of the 1988 and 1989 real estate taxes payable in 1989 and 1990, respectively. If any payments are made by tenants of the Premises for a portion of such 1988 and 1989 real estate taxes, those tenants' payments will be equitably allocated among Seller and Purchaser. Seller shall retain ownership of its real estate tax escrow held by its Mortgagee.

16. Seller agrees to deliver to Purchaser sole and exclusive possession of the Premises (subject only to tenants under leases) on the initial closing in substantially the same condition as of the date of this Agreement, ordinary wear and tear excepted. Seller agrees to recarpet and repair or repaper the common areas of the Premises prior to the initial closing.

17. The Premises is currently encumbered by the mortgage ("Mortgage") and other instruments (collectively referred as "Mortgage Documents") in favor of CANADA LIFE INSURANCE COMPANY OF NEW YORK ("Mortgagee"), in the original amount of Five Hundred Fifty Thousand Dollars (\$550,000.00)

evidenced by a promissory note given to Mortgagee by Seller. Seller agrees (1) to make timely payment of all amounts due under the Mortgage Documents, provided that Purchaser makes timely payment of all amounts due hereunder and (ii) to comply with all of the terms and conditions of the Mortgage Documents. At the final closing, upon receipt of all amounts due Seller (principal, interest, penalties, other monies) under this Agreement, Seller and Purchaser may agree to apply the purchase proceeds paid by Purchaser to Seller at that time, or a portion thereof, to pay in full, the indebtedness evidenced and secured by the Mortgage. Seller shall not extend or modify the Mortgage Documents without the prior written consent of Purchaser. Upon request of Purchaser, Seller shall provide Purchaser with proof of Seller's payment to Mortgagee. If Seller fails to make timely payment of any amount due under the Mortgage Documents, Purchaser may, at its option, make such payment directly to Mortgagee and offset the amount of such payment against any amounts required to be paid by Purchaser to Seller hereunder.

18. All payments made by Purchaser to Seller shall be applied in the following order:

(a) To any penalties incurred by Purchaser pursuant to this Agreement.

(b) To any payments, other than Monthly Installments, which may be due to Seller pursuant to this Agreement.

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thousand five hundred (6,500) square feet, Purchaser shall be

will be for the construction of an addition of at least six
sary modifications to said plan and that the approval when given
approval will be given later when Purchaser completes the neces-

Mortgagee and assurances from the Village of Schaumburg that
such later date as provided by Seller, approval from Seller and
In the event Purchaser obtains by March 14, 1989, or

Seller.

effort through March 14, 1989, or such later date as provided by

obtain said approvals and assurances and shall continue such
for said plan. Purchaser agrees to make a good faith effort to
provide, to obtain the above-mentioned approvals and assurances
such later date as Seller in its sole discretion shall in writing
Purchaser is hereby granted until March 14, 1989, or

the Premises.

hundred (6,500) square feet to the building currently standing on

construction of an addition of not less than six thousand five
less than substantial modifications to Purchaser's plan, for the
the Village of Schaumburg that approval will be given subject to
obtaining approval from Seller and Mortgagee and assurances from

Purchaser's expense (including Mortgagee's attorneys' fees),

19. This Agreement is contingent upon Purchaser, at

Installation.

(d) To principal due Seller on any Monthly

Installation.

(c) To interest due Seller on any Monthly

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21. In the event Purchaser fails to make any one (1) of the payments pursuant to this Agreement or fails to perform any other act for which Purchaser is obligated under this Agreement, and after receiving notice of said failure or default and failing to cure said failure or default as required and defined in this Paragraph, Seller may enforce the terms of this Agreement requiring all obligations from Purchaser to Seller to be accelerated and then immediately due and payable along with all court

20. If prior to the initial closing hereunder, the building or other improvements on the Premises shall be materially damaged by fire or other casualty, or materially affected by condemnation or eminent domain proceedings, either Seller or Purchaser may elect to terminate this Agreement by written notice tendered no later than twenty (20) days after any such loss or damage shall be adjusted by Seller and the Purchaser notified of the amount thereof.

In the event said approvals and assurances are not obtained by March 14, 1989, or such later date as provided by Seller, and Seller refuses to grant Purchaser additional time to obtain said approvals (from Seller and Mortgagee) and assurances (from Village of Schaumburg), this Agreement shall become null and void unless Purchaser waives this contingency by providing Seller with written notice of said waiver on or before March 14, 1989, or such later date as provided by Seller.

Village of Schaumburg.

Paragraph 7 of this Agreement prior to final approval from the required to proceed with the initial closing pursuant to

costs, accrued interest and reasonable attorneys' fees, or Seller, at its option, may forfeit this Agreement and reenter and take possession of the improvements and contents located on the Premises, and, further, it being acknowledged that in any event, Seller shall have discretion in its choice of remedies. If Seller so chooses to declare said forfeiture, Seller shall do so by mailing a notice thereof by certified mail, return receipt requested, to Purchaser. Forfeiture, if so chosen by Seller, shall terminate all rights of the Purchaser in the Premises and the improvements thereon, including improvements hereafter added, as well as Purchaser's rights in this Agreement. In the event of forfeiture, Purchaser shall forfeit all payments made to date pursuant to this Agreement. Seller is hereby required to provide Purchaser with written notice of Purchaser's failure to make any payment or perform any other act for which Purchaser is obligated pursuant to this Agreement. Purchaser shall have one (1) of the following opportunities to cure said failure or default:

(a) In the event Purchaser has fully completed and paid for the construction of the addition addressed in Paragraph 19 of this Agreement, Purchaser shall have six (6) months from the date notice of failure or default was provided by Seller to Purchaser for Purchaser to cure said failure or default.

(b) In the event Purchaser has not constructed or has not fully completed and paid for the construction

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of the addition addressed in Paragraph 19 of this Agreement, Purchaser shall have sixty (60) days from the date notice of failure or default was provided by Seller to Purchaser for Purchaser to cure said failure or default.

(c) If failure or default is cured by Purchaser, such cure shall not relieve Purchaser's obligation to pay penalties and interest pursuant to the provisions of Paragraph 2(d) of this Agreement.

22. In the event of the termination of this Agreement, all improvements, alterations and additions (including personal property), whether finished or unfinished, which may be placed upon the premises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.

23. Purchaser shall have the right to prepay, without penalty, a portion of the principal amount due pursuant to Paragraph 2(c)(11) of this Agreement, subject to the following limitations:

(a) During the three (3) year period beginning with the initial closing, Purchaser may only make a prepayment of principal (as defined in Paragraph 2(c)(11)) by first obtaining Seller's written consent, which may be arbitrarily withheld. Thereafter, Purchaser may make prepayments without Seller's consent.

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(b) The maximum principal amount that may be prepaid by Purchaser prior to final closing shall be equal to the principal amount outstanding under Paragraph 2(c)(ii) of this Agreement on the date prepayment is made.

(c) Principal owing, determined pursuant to the provisions of Paragraph 2(c)(i) of this Agreement may not be prepaid without Seller's written consent, which may be arbitrarily withheld.

24. The obligations of both Purchaser and Seller hereunder are expressly contingent upon Mortgagee consenting in writing to the transaction contemplated in this Agreement. In the event Mortgagee does not so consent in writing to this transaction within thirty (30) days following the date hereof, either party may, by written notice to the other, terminate this Agreement, in which event the Earnest Money, together with interest thereon, shall be returned to Purchaser and, thereupon, neither party shall have any rights or obligations with respect to the other party hereunder.

Purchaser shall pay all administrative (Two Thousand Five Hundred Dollars [\$2,500.00]) and legal fees charged by Mortgagee, its agents, representatives and mortgage brokers to Seller pursuant to the Mortgage Documents as a result of Mortgagee's review and approval of this Agreement. In the event said legal fees exceed one Thousand Dollars (\$1,000.00), Seller

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agrees to pay such excess provided said legal fees are directly related to Mortgagee's review and approval of this Agreement.

25. Purchaser hereby authorizes Seller to amend the existing Office Leases, due to expire on September 30, 1990, for JOHN T. CORSTEN, D.D.S. DENTAL ASSOCIATES, LTD. and RICHARD D. SCHMIDT, D.D.S., P.C. ("Tenant" and collectively referred to as "Tenants") effective the day prior to the initial closing to provide the following:

For the Leases of both such Tenants:

(a) Article Nine of each such Tenant's lease shall be amended to provide six (6) five (5) year options to renew their respective leases (by six [6] months written notice) under the same terms and conditions at the following "Base Rent":

(1) Tenant's Base Rent for the first year of any option period shall be calculated on the first day of said option period pursuant to the following formula:

$$\text{Total Base Rent Charged for the Leased Space in the Premises} \times \frac{\text{Total Square Footage of the Premises Leased}}{\text{Tenant's Square Footage of Space Leased}}$$

(1) During any option period, Base Rent shall increase each year by five percent (5%), noncompounded, of the Base Rent for the first year of said option period as calculated above.

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shall be amended to provide that the Real Estate Tax Adjustment clause shall provide that in the event real estate taxes per square foot of rentable area increases by more than ten percent (10%) from the prior year, Tenant shall be required to pay an amount equal to the product of the increase of real estate taxes per square foot of rentable area in excess of said ten percent (10%) multiplied by each Tenant's total square feet of leased space as defined in their respective Office Leases. Article five relating to cost of living increases of each such Tenant's lease and Article six relating to increased cost of natural gas of each such Tenant's lease will both be deleted in their entirety. (c) If a majority shareholder of either Tenant dies, then that Tenant may terminate its lease at any time by providing Purchaser with six (6) months written notice of said termination.

~~For the lease of Richard D. Schmidt, D.D.S., P.C. only.~~

(d) There now exists an unleased space in the premises of approximately eighty-one (81) square feet, located across from the space now leased to John T. Corsten, D.D.S. Dental Associates, Ltd., which unleased space is now being utilized by Richard D. Schmidt, D.D.S., P.C. The lease of Richard D. Schmidt, D.D.S., P.C. shall be amended to add such unleased space to the

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26. Notwithstanding the provisions of Paragraph 23(c) to the contrary, on or after the third anniversary of the initial closing, Purchaser shall be permitted to assume Seller's Mortgage subject to the approval of Mortgagee and subject to Purchaser first paying to Seller an amount equal to the outstanding principal due under this Agreement less the then existing outstanding principal balance of the Mortgage, together with any accrued and unpaid interest and any monies advanced by Seller to Purchaser pursuant to this Agreement. Purchaser shall be responsible for all fees related to assumption of said Mortgage (including Mortgagee's attorneys' fees). The assumption of Mortgage shall be contingent upon release of liability of Seller by Mortgagee.

(e) There now exists in the Premises a dead-end hallway that leads to a mechanical room. In that dead-end hallway, Richard D. Schmidt, D.D.S., P.C. maintains, at no rental, a compressor and dryer. For the balance of the lease term of Richard D. Schmidt, D.D.S., P.C., as now exists and as extended by options, Richard D. Schmidt, D.D.S., P.C. shall continue to be allowed to maintain a compressor and dryer, at no rental, in such dead-end hallway.

present lease of Richard D. Schmidt, D.D.S., P.C. at the then current square foot rental rate for the space now leased to Richard D. Schmidt, D.D.S., P.C.

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27. Purchaser shall not be permitted to assign this Agreement without the Seller's written consent, which may be arbitrarily withheld.

28. No right, title or interest, legal or equitable, in the Premises, or any part thereof, shall vest in the Purchaser until delivery of the Trustee's Deed by Seller or until full payment of the Purchase Price at the times and in the manner provided herein and where Purchaser is not in default of any of the provisions of this Agreement.

29. Purchaser shall, at Purchaser's expense, keep the Premises, including all buildings thereon insured at all times against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller and Seller's lender, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied first to the Mortgage and the balance to the Purchase Price, and Purchaser shall deliver evidence of said coverage to Seller. Said insurance shall be in Purchaser's name with the Seller and Mortgagee named as additional insureds, and shall not be less than one million twenty-five thousand dollars (\$1,025,000.00), to be increased with an inflation rider, and to be increased due to any improvements or enhancements made by Purchaser to the Premises.

Purchaser shall, at Purchaser's expense, maintain public liability insurance for personal injury in the amount of two million dollars (\$2,000,000.00) per person and per

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occurrence, and Three Hundred Thousand Dollars (\$300,000.00) for property damage.

In the event Purchaser decides to erect improvements on the premises pursuant to the requirements contained in this Agreement, Purchaser shall maintain builder's risk and liability insurance and worker's compensation insurance in amounts reasonable and common in the construction industry in Cook County, Illinois.

Seller may elect to pay any and all insurances if not paid by Purchaser, as well as any penalties thereon, and any amount paid by Seller shall be immediately due and payable to Seller by Purchaser.

30. Purchaser hereby covenants and agrees to indemnify, defend and hold Seller harmless from and against any and all loss, cost, damages, attorneys' fees, claims or expenses whatsoever arising out of or in connection with any one (1) or more of the following matters:

- (a) Any breach by Purchaser of any of Purchaser's covenants, conditions and representations under this Agreement.
- (b) Any work done by or on behalf of Purchaser in repairing, replacing or improving the Premises and other improvements located thereon.
- (c) Any violation of any law, ordinance, statute, regulation or any covenant, restriction, lien,

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condition easement affecting the building and improvements on the Premises.

(d) Any accident or injury, including death, occurring after the initial closing date to any person, or loss or damage to any property occurring after the initial closing by reason of any use of or construction on the property described as the Premises or the improvements thereon.

(c) Any act or thing done or omitted to be done after the date of this Agreement upon the Premises or the improvements located thereon.

(f) Any breach by Purchaser of any leases pertaining to the Premises.

31. Purchaser and Seller agree that unless otherwise provided herein to the contrary, where consent of one (1) of the parties is required pursuant to this Agreement, such consent shall not be unreasonably withheld.

32. Purchaser and Seller represent that Realty World Durbin-Stovall Associates, Inc. is the only broker involved in the sale of the Premises. Seller represents that the broker's commission on this transaction shall be Seventy-Three Thousand Five Hundred Dollars (\$73,500.00) and is payable as follows:

(a) Fifty Thousand Dollars (\$50,000.00) payable on the initial closing.

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D.D.S. Dental Associates, Ltd. and Richard D. Schmidt, D.D.S.,

It is acknowledged that Tenants, John T. Corsten,

by Purchaser.

the cost thereof shall be immediately due and payable to Seller

waste, Seller may make such repairs or eliminate such waste and

Purchaser fails to make any such repairs or suffers or commits

suffer nor commit any waste on or to the Premises. In the event

improvements on the Premises in good repair and shall neither

35. Purchaser shall keep the buildings and

the Cook County Recorder's Office.

filing by Seller of a written declaration of forfeiture hereof in

shall be forfeited and be so conclusively determined by the

tion by Purchaser in any of the provisions herein, this agreement

forfeited by Seller on account of any default, breach or viola-

34. In the event this agreement shall be declared

33. Time in of the essence of this agreement.

Prime Interest Rate	
Charged by Lasalle	
National Bank on the	
Initial Closing	2
Initial Closing - 9-1/2%	X

Following calculation:

Initial Closing. This payment shall be reduced by the

(\$11,750.00) payable on the second anniversary of the

(c) Eleven Thousand Seven Hundred Fifty Dollars

Initial Closing.

(\$11,750.00) payable on the first anniversary of the

(b) Eleven Thousand Seven Hundred Fifty Dollars

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21 of this Agreement;

(a) Exercising its rights pursuant to Paragraph

the following:

Premises, Seller shall have the option of doing one or more of Premises. In the event Purchaser permits a lien to attach to the mechanic's lien or other liens to attach or be against the Premises, Purchaser shall not suffer or permit any

service.

ability and are willing to provide immediate and competent to screen such contractors to find contractors that have the a replacement contractor. Purchaser shall use his best efforts Tenants, shall provide the name, address and telephone number of sary, then Purchaser, after receipt of notice from either of such such contractors fail to provide immediate assistance when neces- of proper heating, ventilating or air conditioning. If either of called directly by either of such Tenants in the event of a lapse day per week telephone contact, which such contractors may be

ing contractors that maintain a twenty-four (24) hour, seven (7) phone numbers of two (2) heating, ventilating and air condition- leases, as extended by options, the names, addresses and tele-

closing, and thereafter during the entire terms of such Tenants' provide to each of the foregoing named Tenants at the initial

dental practices of such Tenants. Therefore, Purchaser shall conditioning in the Premises is seriously detrimental to the acknowledged that a lapse of proper heating, ventilating or air P.C., maintain dental practices in the Premises. It is further

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(b) Do all things necessary to clear any and all liens attached to the Premises. Any amounts paid by Seller including court costs and attorneys' fees shall be immediately due and payable to Seller by Purchaser.

37. It is agreed that failure of Seller to insist in any one (1) or more instances upon strict performance or observance of any of the terms, provisions or covenants of this Agreement or to exercise any right therein contained, shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by Seller of payments with knowledge of the breach of any provision of this Agreement shall not be deemed a waiver of such breach.

38. Any and all notices required or permitted hereunder shall be deemed served upon the date the same is deposited with the United States Postal Service for mailing, certified mail, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties hereto may from time to time designate in writing by giving notice pursuant hereto:

If to Seller:
 Schaumburg Professional Building
 Partnership
 c/o John T. Corsten, D.D.S.
 129 South Roselle Road
 Schaumburg, Illinois 60193

With a copy to:
 Michael H. Lurie, Ltd.
 30 North LaSalle Street
 Chicago, Illinois 60602

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43. This Agreement shall inure to the benefit of the respective successors, permitted assigns, heirs, devisees, and

effect thereafter, as applicable.

closing, and then again at final closing and shall continue in

42. All covenants, representations and warranties of this Agreement shall be deemed to be remade at the initial

in connection with any action instituted pursuant to this reasonably attorneys' fees and court costs) incurred by the other

41. Purchaser or seller shall pay to the prevailing party all costs and expenses (including, but not limited to,

40. If any act hereunder by one (1) party requires the execution of any documents or papers by the other party, the

39. Wherever under the provisions hereof the time for performance of a condition falls upon a Saturday, Sunday or

or to such other address as the parties may direct by notice given as hereinabove provided.

Carmine Naccarato
732 Edinburgh Court
Inverness, Illinois 60010
Vincent Sansonetti
8303 West Higgins Road
Suite 220
Chicago, Illinois 60631

With a copy to:

If to Purchaser:

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personal or legal representatives of Seller and Purchaser.

44. In case of any one (1) or more of the provisions of this Agreement shall be invalid, illegal or unenforceable any respect, the validity of the remaining provisions shall in no way be affected, prejudiced or disturbed thereby.

45. This Agreement constitutes the entire agreement of Seller and Purchaser.

46. No extension, change, modification or amendment to or of this Agreement of any kind whatsoever shall have any force or effect whatsoever unless it shall be in writing executed by Purchaser and Seller.

47. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

48. The filing, by or against the Purchaser, of any petition in bankruptcy or complaint seeking the appointment of a receiver shall constitute a default under this Agreement and shall entitle Seller to exercise all rights set forth herein and available to Seller in the event of a default.

49. As required pursuant to Paragraph 10(b) of this Agreement, Purchaser assigns to Seller all rights received by Purchaser, pursuant to this Agreement, to receive rents for the Premises. Seller may only enforce said assignment and collect rents for the Premises in the event Purchaser fails to make payment of any Monthly Installment or any amount advanced by Seller on behalf of Purchaser, or any amount due by Purchaser to

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Seller on behalf of Purchaser, or any amount due by Purchaser to Seller pursuant to this Agreement, within five (5) days from the date said Monthly Installment or amount is due.

Seller shall apply all such collected rentals to the amounts due from Purchaser to Seller.

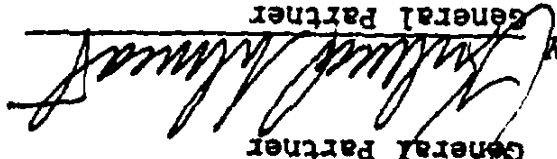
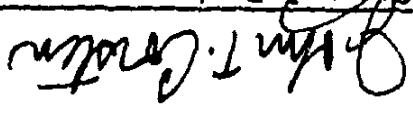
Purchaser shall be responsible for Seller's reasonable costs of enforcing the provisions of this Paragraph, including Seller's attorney's fees.

50. During the entire term of this Agreement, Purchaser shall not make any additions, improvements or alterations to the Premises without first obtaining written consent from Seller and Mortgage, as well as obtaining at Purchaser's expense, all necessary permits and approvals from the Village of Schaumburg. Purchaser shall bear Seller's and Mortgagee's reasonable costs (including attorneys' fees and other professional fees) related to the review and consent of Purchaser's proposed addition, improvement or alteration. Upon Seller's sole discretion, all costs of constructing said addition, improvement or alteration shall be processed through a construction escrow through Chicago Title & Trust Company, or its agent, or another escrowee approved by Seller.

51. This Agreement is executed by LaSalle National Bank, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be

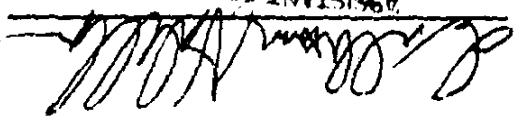
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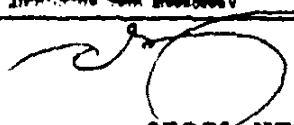
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BY General Partner

 BY General Partner

 SCHAUMBURG PROFESSIONAL BUILDING
 PARTNERSHIP

BENEFICIARY:

LA SALLE NATIONAL BANK represents that the
 current beneficiaries are Richard D. Schmidt
 and John T. Corsten and not Schaumburg
 Professional Building Partnership as indicated
 on Page 1.

BY ASSISTANT SECRETARY

 ATTEST:

BY ITS

 TRUST NUMBER 42810

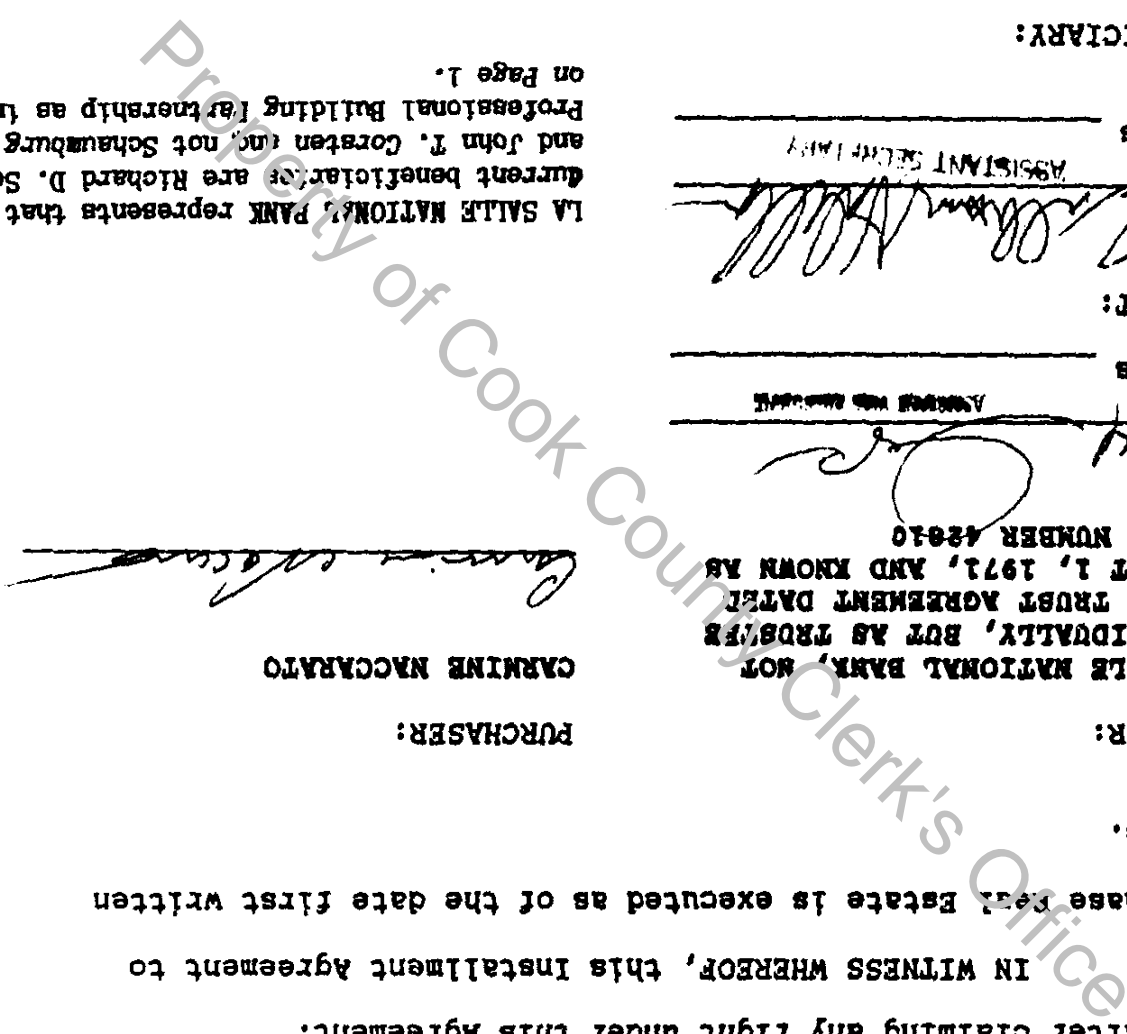
LASALLE NATIONAL BANK, NOT
 INDIVIDUALLY, BUT AS TRUSTEE
 UNDER TRUST AGREEMENT DATED
 AUGUST 1, 1971, AND KNOWN AS

CARMINE MACCARATO
 PURCHASER:

SELLER:

above.

Purchase here. Estate is executed as of the date first written
 above. IN WITNESS WHEREOF, this installment agreement to
 hereafter claiming any right under this Agreement.
 expressly waived by each and every person or entity now or
 personal liability of Lasalle National Bank, if any, being
 either express or implied, contained in this Agreement, all such
 perform any covenant, undertaking, representation or agreement,
 personally arising under or pursuant to this Agreement, or to
 construed as creating any liability on Lasalle National Bank,



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Property of Cook County Clerk's Office

Commonly known as 129 South Roselle Road, Schaumburg, Illinois
P.I.N. 07-22-401-038-0000

Lot 1 (except the North 232.10 feet, as measured along the East
line of said lot) in Block 7 in Henry Quindels Subdivision of
part of the West Half of the Southeast Quarter of Section 22,
Township 41 North, Range 10, East of the Third Principal
Meridian, according to the plat thereof recorded December 3,
1912, as Document No. 5091067, in the Village of Schaumburg,
Schaumburg Township.

Legal Description

EXHIBIT A

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Property of Cook County Clerk's Office

None

Personal Property

EXHIBIT B

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7. The "Initial Closing" shall be and occur at the office of Chicago Title and Trust Company or one (1) of its agents (or such other location as mutually agreed upon in writing by the parties) within fourteen

follows:

1. Paragraph 7 shall be amended in its entirety as

Installation Agreement:

parties mutually agree to the following Amendments to the recitals and the covenants and conditions contained herein, the

NOW, THEREFORE, in consideration of the foregoing

the Installation Agreement.

WHEREAS, the Seller and Purchaser now desire to amend

Installation Agreement" on December 28, 1988; and

Installation Agreement to Purchase Real Estate ("Installation

WHEREAS, the Seller and Purchaser entered into an

WITNESSETH:

("Purchaser"); BUILDING PARTNERSHIP ("Beneficiary") (Trustee and Beneficiary are collectively referred to as "Seller"), and CARMINE MACCARATO

("Trustee"), and its beneficiary, SCHAMBURG PROFESSIONAL

DATED AUGUST 1, 1971, AND KNOWN AS TRUST NUMBER 42810

between LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT

THIS AMENDMENT is made July 22, 1988, by and

INSTALLMENT AGREEMENT TO PURCHASE REAL ESTATE

AMENDMENT TO

1825RRC68

and reasonable attorneys' fees, or Seller, at its payable along with all court costs, accrued interest Seller to be accelerated and then immediately due and Agreement requiring all obligations from Purchaser to Paragraph, Seller may enforce the terms of this said failure or default as required and defined in this notice of said failure or default and failing to cure obligated under this Agreement, and after receiving to perform any other act for which Purchaser is (1) of the payments pursuant to this Agreement or fails 21. In the event Purchaser fails to make any one

follows:

3. Paragraph 21 shall be amended in its entirety as
2. Paragraph 19 shall be omitted in its entirety.

Washington, Chicago, Illinois.
 a.m. at Chicago Title and Trust Company, 111 West
 approval from Mortgagee or Mortgagee's agent, at 10:00
 fourteenth day after Seller receives such written
 time and date, such closing shall occur on the
 the parties. In the event the parties cannot agree on a
 initial closing shall be determined and agreed upon by
 Mortgagee's agent. The exact time and date of the
 approval of this Agreement from Mortgagee or
 (14) days from the date Seller receives written

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option, may forfeit this Agreement and reenter and take possession of the improvements and contents located on the premises, and, further, it being acknowledged that in any event, Seller shall have discretion in its choice of remedies. If Seller so chooses to declare said forfeiture, Seller shall do so by mailing a notice thereof by certified mail, return receipt requested, to Purchaser. Forfeiture, if so chosen by Seller, shall terminate all rights of the Purchaser in the premises and the improvements thereon, including improvements heretofore added, as well as Purchaser's rights in this Agreement. In the event of forfeiture, Purchaser shall forfeit all payments made to date pursuant to this Agreement.

Seller is hereby required to provide Purchaser with written notice of Purchaser's failure to make any payment or perform any other act for which Purchaser is obligated pursuant to this Agreement. Purchaser shall have one (1) of the following opportunities to cure said failure or default:

(a) In the event Purchaser has fully completed in a workmanlike manner and fully paid for the construction of an addition or the construction of a new building on the premises pursuant to Paragraph 50 of this Agreement, Purchaser shall have six (6)

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4. This Amendment is executed by Lasalle National Bank, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability in Lasalle National Bank, personally arising under or pursuant to this Agreement, or to

- (a) "an addition or a new building" shall be defined as an improvement to the Premises of not less than 6,500 square feet in size.
 - (b) Except as expressly stated in subparagraph (a) above, Purchaser shall have sixty (60) days from the date notice of failure or default was provided by Seller to Purchaser, for Purchaser to cure said failure or default.
 - (c) If failure or default is cured by Purchaser, such cure shall not relieve Purchaser's obligation to pay penalties and interest pursuant to the provisions of Paragraph 2(d) of this Agreement.
- months from the date notice of failure or default was provided by Seller to Purchaser, for Purchaser to cure said failure or default. For purposes of this subparagraph (a), "an addition or a new building" shall be defined as an improvement to the Premises of not less than 6,500 square feet in size.

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perform any covenant, undertaking, representation or agreement, either express or implied, contained in this Agreement, all such personal liability of Lasalle National Bank, if any, being expressly waived by each and every person or entity now or hereafter claiming any right under this Agreement.

IN WITNESS WHEREOF, this Amendment to installment Agreement to Purchase Real Estate is executed as of the date first written above.

SELLER:

LASALLE NATIONAL BANK, NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1971, AND TRUST NUMBER 42810

CARMINE MACCARATO

PURCHASER:

LASALLE NATIONAL BANK represents that the current beneficiaries are Richard D. Schmidt and John T. Corsten and not Schaumburg Professional Building Partnership as indicated on page 1.

ATTEST:

Its VICE PRESIDENT

Its Assistant Secretary

BENEFICIARY:

SCHAUMBURG PROFESSIONAL BUILDING PARTNERSHIP

By

General Partner

By

General Partner

Property of CO-OP Trust Co

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Prepared by and
Shirley A. Jones Sr.
32 West LaSalle St.
Chicago, Ill 60602

BOX 333 - GG

Property of Cook County

07-22-101-038-000

LOT 1 (EXCEPT THE NORTH 232.10 FEET AS MEASURED ALONG THE EAST LINE OF SAID LOT) IN BLOCK 7 IN HENRY QUINDEL'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 3, 1912 AS DOCUMENT 5091067, IN COOK COUNTY, ILLINOIS.

Office