

# UNOFFICIAL COPY

(lease1.txt)

LEASE

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This lease is made and entered into on the 21st day of December, 1989 by and between American National Bank & Trust Company of Chicago, not personally but solely as Trustee, under Trust Agreement dated the 27th day of January, 1983 and known as Trust No. 56885. (Lessor) and CSC Computer Corporation, organized and existing under the laws of the State of Illinois (Lessee). Lessor and Lessee, hereby agree as follows:

1. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor property commonly known as 1070 North Roselle Road, Hoffman Estates, Illinois, located in the County of Cook and State of Illinois and legally described as set forth on Exhibit A attached hereto and made a part hereof (Premises), which are outlined on red on Exhibit B, attached hereto and made a part hereof.

2. The term of this lease shall commence on January 1, 1990, and shall terminate on January 31, 1995, unless terminated earlier as hereinafter provided. Lessee has requested possession of the Building prior to the commencement date of the lease term for purposes of doing or hiring contractors to do certain tenant improvement work. In the event Lessee is permitted early possession, then all of the terms of this lease shall apply from the date Lessee takes possession of the Building. In addition, Lessee shall deliver to Lessor such reasonable security or bond as Lessor may request to assure that all such tenant improvement work is paid for and no liens arise therefrom.

3. Lessee shall pay Lessor or Lessor's agent, as designated in writing from time to time by Lessor, as rent for the Premises the sum of \$14,834.00, monthly in advance, beginning February 1, 1990 and on the first day of each month thereafter, to and including the first day of January, 1994, thereafter Lessee shall pay to Lessor the sum of \$6,245.00 monthly in advance beginning February 1, 1994 and on the first day of each month thereafter until termination of this lease, at such address as Lessor or Lessor's agent may designate in writing, from time to time.

In the event Lessee fails to make payment of the rent by the tenth (10) of each month, Lessee shall pay in addition to the monthly rent then due, a late charge of

\$49.00

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1 1/2% of said payment. In the event Lessee has not paid said rent after notice as hereinafter provided in paragraph 18 (and all late charges) by the 25th of each month, Lessee without further notice, shall be in default hereunder, and Lessor may exercise any and all rights conferred hereunder and in law or equity.

In addition to the rent payments set forth herein, Lessee agrees to pay all real estate taxes and special assessment and similar taxes ("Taxes") accruing in respect to the leased premises during the term of this lease. Lessee shall deposit with Lessor each month a sum equal to 1/12th of the most recently ascertainable Taxes for the leased premises and the parties shall reconcile amounts so deposited with actual Taxes due each year within 30 days of receipt of the actual Tax bill for the premises. The parties acknowledge that the real estate taxes for the leased premises for the year 1988 were \$50,091.65. Lessor shall deposit the amount of such tax escrow deposit in an interest bearing account, at a bank or saving and loan association. The interest earnings therein shall belong to Lessee and shall be paid at least as often as quarterly to Lessee.

Taxes for the purpose of this Paragraph 3 shall be defined as (i) all general real estate taxes, (ii) all assessments, special or otherwise, levied or assessed upon or with respect to the Building and Site, and (iii) all ad valorem taxes for any personal property used in connection therewith. Should the State of Illinois, or any political subdivision thereof, or any other governmental authority having jurisdiction over the Building and Site (i) impose a tax, assessment, charge or fee, or increase a then existing tax, assessment, charge or fee, which Lessor shall be required to pay, either by way of substitution, or in addition to the aforesaid taxes or assessments, or (ii) impose an income or franchise tax or a tax on rents in substitution for or as a supplement to a tax levied against the Building, Site, and/or the personal property used in connection with the Building, then all such taxes, assessments, fees, or charges (hereinafter defined as "in lieu taxes") shall be deemed to constitute Taxes hereunder. "Taxes" shall also include all installments of real estate taxes and special assessments which are required to be paid during any calendar year and all fees and costs incurred by Lessor in seeking to obtain a reduction of, or a limit on the increase in, any Taxes, regardless of whether any reduction or limitation is obtained. Except as hereinabove provided with regard to "in lieu taxes," Taxes shall not include any inheritance, estate, succession, transfer, gift, franchise, net income, or capital stock taxes.

Lessee shall deposit with Lessor the sum of \$29,668.00 as and for a security deposit and for a deposit to be applied to any damages occasioned to the premises or to maintain the premise, as Lessee is required to do hereunder. The security deposit and a damage deposit as herein set forth may be applied by the Lessor for the purpose of curing any default or defaults of Lessee

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under this lease. If said sum or any part thereof is used, applied, or retained, in curing any such default, Lessee shall come upon demand and immediately deposit with Lessor, an amount in cash equal to the amount so used, applied or retained. Default by Lessee in paying to Lessor any amount required to restore the security deposit and or damage deposit after any application thereof shall afford the Lessor the same remedy as in the default in the payment of rent. If Lessee has not defaulted hereunder or if Lessor has not applied the security deposit to said default, then the security deposit or any portion thereof not so applied by Lessor shall be paid to Lessee within 30 days after the termination of this lease, provided Lessee has surrendered possession of the premises in accordance with the provision of this lease. Lessor shall pay to Lessee interest on said security and damage deposit at the rate of six (6%) per cent per annum, which interest will be paid on February 1, 1991 and on the first day of February each year thereafter, during the term of this lease.

4. Lessee will pay, in addition to the rent above specified, all water charges, gas and electric light and power bills, real estate taxes, special assessments, levied or charged on the premises, all maintenance and repairs of the building and the remainder of the leased premises and insurance as hereinafter set forth, and any other charges, costs, of whatsoever kind or nature that relate to the building and the remainder of the leased premises, for and during the time for which this lease is granted, and in case said above set forth items shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

5. The parties acknowledge that the leased premises are part of the Golf Rose Shopping Center. Lessee agrees to make all payments required to be made by the owner of the lease premises under any recorded agreements now or hereinafter in effect for the maintenance of common areas in the Golf Rose Shopping Center. After the commencement of the term of this lease, no amendment to any said recorded agreements shall be executed by Lessor, without Lessee's consent. Each of Lessor and Lessee shall provide the other with copies of all such bills received in connection therewith in order for Lessee to make the timely payment of the same.

The parties acknowledge that inasmuch as the leased premises are a part of the Golf Rose Shopping Center, the occupant of the leased premises is subject to certain recorded cross-easement, recorded covenants, and rules and regulations concerning the common areas of the shopping center. Lessee agrees to abide by any such recorded agreements and to use the common areas in accordance with all such cross-easements,

covenants, and rules and regulations, whether now or hereafter in effect. Lessee acknowledges that it is familiar with all such recorded cross-easements, recorded covenants, and rules and regulations now in effect.

6. This Lease shall be subject and subordinate to all mortgages or deeds of trust against the leased premises now or hereafter in effect and, at Lessor's request, Lessee shall execute a subordination agreement in favor of any mortgagee providing for such subordination and agreeing that Lessee shall attorn to any such mortgagee after a foreclosure or deed in lieu of foreclosure of the applicable mortgage. Lessee shall also, within 5 days of Lessor's request, execute an estoppel certificate stating whether Lessor is in default hereunder (and specifying any claimed defaults), the amount of rent then applicable and that this lease is in full force and effect and unamended (or if amended, then stating the amendments hereto).

Lessor shall use its best efforts to provide that the mortgagee(s) or trustee(s) named in any mortgage(s) or trust deed(s) hereafter made shall agree that, if it becomes the owner of the leased premises by foreclosure or deed in lieu of foreclosure, it will recognize the rights and interest of Lessee hereunder and perform all of Lessor's duties and obligations hereunder and not disturb Lessee's use and occupancy of the leased premises if and so long as Lessee is not in default under the Lease.

Lessee hereby agrees not to look to mortgagee, as mortgagee, mortgagee in possession, or successor in title to the leased premises, for accountability for any security deposit required by the Lessor hereunder, unless said sums have actually been received by said mortgagee as security for the Lessee's performance of this Lease.

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



damages. A change in the ownership of Lessee shall be deemed an assignment of this Lease. In the event Lessor approves of any said sublease, of the whole premises, any rental amount in excess of the amount paid by Lessee to Lessor shall be paid to Lessor, as additional rent for the leased premises.

8. So long as this Lease remains in effect, Lessee, at its expense, shall maintain or cause to be maintained with insurers approved by Lessor (1) Comprehensive general liability insurance applicable to the leased premises with limits of liability of not less than \$500,000.00 per person and \$1,000,000.00 per occurrence for injury to persons including death resulting therefrom; and \$100,000.00 per occurrence for damage to the property of others with not more than \$5,000.00 deductible; (2) rent or use and occupancy or rent value insurance or business interruption insurance in an amount at least sufficient to meet the payments for one year of the rental provided for in paragraph 3 herein, which insurance shall be payable to Lessor, Lessee and the holder of any first mortgage on the leased premises as their interests may appear, but which policies shall be delivered to and held by Lessor or the holder of such first mortgage; and (3) or such other insurance, including but not limited to "special cause of loss property form" including flood and earthquake coverage, on the improvements and in such amounts as may from time to time be reasonably required by Lessor against other insurable hazards which at the time are commonly insured against in the case of premises similarly situated.

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

Lessee shall be responsible for maintaining the structural elements of the Building, including the roof, exterior walls, windows, ceilings, floors, and stairwells, in a manner which permits the Lessee to carry on its business in the normal course.

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10. Lessee has examined and knows the condition of the Premises and has received the reports of McCaffrey & Associates, dated November 10, 1989 and November 29, 1989, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease.

Lessee shall in addition to all other obligations set forth herein shall expeditiously make the following repairs within 60 months from the date of the execution of this lease to the leased premises at Lessee's sole expense:

- A. Replace roof membrane.
- B. Remove and replace three (3) 25 ton roof top HVAC units, with units of equal or greater specifications.
- C. Remove obsolete boiler.
- D. Upgrade incoming water service to 6 inches and provide an automatic fire suppression (sprinkler system) in order to meet current fire codes.
- E. Replace damaged windows and provide expansion capability in the aluminum framing.
- F. Repair and caulk all exterior joints.
- G. Repair southeast and northeast brick walls that have moved.
- H. Repair the perimeter drain system and water proof the foundation wall on the east side of the building.

In the event that Lessee makes any improvements or alterations, to the premises, as set forth in paragraph 11 and hereinafter set forth, which improvements or alterations remove the necessity of the above repairs, then, in that event, Lessee, shall not be required to make said repairs upon obtaining the written consent of Lessor, which consent shall not be unreasonably withheld. (By way of example, if an atrium is constructed that results in the windows, set forth in E, becoming interior windows, said repair need not be made.)

11. Lessee shall be responsible for all interior, exterior, and site alterations or



improvements, and will undertake such alterations at its sole cost and expense, which alterations shall not be made without the written consent of Lessor, which consent shall not be unreasonably withheld. All right, title, interest to or in any building alterations, leasehold improvements, additions, or trade fixtures or whatsoever kind or nature shall vest in and be owned by Lessor upon their installation or completion. Lessee shall execute any and all documents reasonably requested by Lessor to evidence Lessor's right, title and interest in and to that property. At the end of the lease may require Lessee to remove its leasehold or other improvements from the building and in the event of such removal, Lessee shall cause no damage to the physical structure or appearance of the building and Lessee shall clean up the building after such removal. If the leasehold improvements are not so removed, Lessor may remove such leasehold improvements at Lessee's expense. Lessee agrees to furnish mechanic's lien waivers to Lessor for any work performed hereunder.

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

13. Lessee will allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent" during the preceding 180 days prior to the end of the five year period of the lease, or in the event the Lessee shall be in default hereunder, and Lessee will not interfere with the

same. Lessor shall exercise its rights relating to the Premises at any time to access under this Paragraph only during normal business hours or in the event an emergency condition exists.

14. Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by weather or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings, or walks or from the backing up of any sewer pipes or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster, or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims against Lessor for any such damage or injury being hereby expressly waived by Lessee.

15. Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles or permanent character or any sign, attached or detached, with any writing or printing thereon, on the exterior of the premises without in each case the written consent of the Lessor first obtained which shall not be unreasonably withheld.

16. In case the Premises shall be rendered untenable by fire, explosion or other casualty. Lessee may, at his option, terminate this lease or repair the Premises within 120 days. If Lessee does not repair the Premises within said time, or the building on the Premises shall have been wholly destroyed, the term hereby created shall cease and determine and the option hereinafter set forth shall be null and void. Lessee shall notify Lessor of his election with in 60 days of the date of the casualty provided that Lessee's insurer has adjusted all claims within that period.

17. At the termination of the term of this lease, by lapse of time or otherwise,

Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefore to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1, or (b) creation of a tenancy at sufferance, at a rental of \$1,000.00 dollars per day for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (b) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver By Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as either a waiver of the right to terminate this lease for a breach of any of the covenants herein, or as a renewal of this Lease for a new 5-year tenancy.

18. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, by the tenth (10) of each month, or any part thereof, or of the breach of any covenant in this lease contained, after 10 days written notice from Lessor to Lessee, then Lessee's right to the possession of the Premises thereupon shall terminate, with or without any notice or demand whatsoever and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease and option to purchase, shall thereupon terminate, and upon the termination of Lessee's right of possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and

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detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not or any act or series of acts except an express written waiver shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given Lessor or as an election not to proceed under the provisions of this lease.

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

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

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



22. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, or post security satisfactory to the Lessor with the Lessor and cure the same within 30 days therefrom, then Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

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

24. In consideration of the execution of this lease by Lessee, the Lessor does hereby grant to Lessee, the exclusive option to purchase the property which is the subject matter of this lease, as more particularly set forth on Exhibits A and B, which property is commonly known as: 1070 North Roselle Road, Hoffmar Estates, Illinois, for a total purchase price of \$1,350,000.00. Said option must be exercised by Lessee, by notice as provided herein no sooner than July 1, 1994 and said option shall expire November 1, 1994. Said option may only be exercised if Lessee is not in default of any of the terms and provisions of this lease. If Lessee exercises the option herein granted then the Lessor and Lessee, will respectively as Seller and Purchaser, perform the obligations set forth in the Real Estate Sale Agreement, marked Exhibit C, attached hereto and made a part hereof.

In the event that the closing does not occur on or before February 1, 1995, the provisions of this lease shall apply up to and including the date of closing. In the event that the closing does not occur pursuant to the terms of the real estate sale agreement, as set forth therein, this lease shall terminate forthwith.



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25. Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been received the third day after said notice is mailed. Any notice which any party hereto may desire or may be required to give to any other party shall be given at the addresses below:

If to Lessor: America National Bank & Trust Co. of Chicago,  
as Trustee, Trust No. 56885  
33 North LaSalle Street  
Chicago, IL 60602

with copies to: Anthony W. Summers, Esq.  
1301 W. 22nd Street  
Suite 603  
Oak Brook, IL 60521

If to Lessee: CSC Computer Corporation  
17 W. 300 22nd Street  
Oakbrook Terrace, IL 60181

with copies to: Law Office of Hubert J. Lotus  
1001 West Lake Street  
Addison, IL 60101

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

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

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(c) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed.

27. Lessee shall upon the execution of this Lease, furnish to Lessor copies of its "In House" financial statements for the years 1986, 1987 and 1988 and shall on or before March 1, 1990 provide its "In House" statement for 1989. Mr. Charles Cheng as Personal Guarantor of the terms and provisions of this Lease shall provide a personal financial statement on forms currently used by CitiCorp Savings of Illinois on or before January 10, 1990. For the year 1990 and each year thereafter until the obligations of the Lessee and Guarantor, are paid and fulfilled under the terms of the Lease and if applicable, the Trust Deed and Note set forth as Exhibits III and IV of the Real Estate Sales Agreement, Exhibit C. Lessee and Mr. Charles Cheng shall provide on or before March 1, of each such year, audited financial statements, certified by an independent certified public accountant, which statements shall additionally be certified as true and correct by an Officer of Lessee and Charles Cheng.

28. In the event of any condemnation or taking by power of eminent domain or deed or conveyance in contemplation thereof of any part of the leased premises, all awards or payments shall belong to the Lessor.

In the event that Lessee exercises its option to purchase the premises as set forth above in Paragraph 24, a purchase price shall be reduced by the amount of any award or payment to Lessor, set forth in this Paragraph.

Notwithstanding the foregoing, if the whole of the leased premises shall be taken or condemned for a public or quasi-public use or purpose by a competent authority, or if such a portion of the leased premises shall be so taken that as a result thereof the balance cannot be used for the same purpose and with substantially the same utility to Lessee as immediately prior to such taking, or if the taking is material and substantial (subject to the consent of any first mortgagee whose consent thereto is required) then in any of such events, the Lease term shall terminate upon delivery of possession to the condemning authority, and any award, compensation or damages (hereinafter sometimes called the "Award") shall be paid to and be the sole property of Lessor whether the Award shall be made as compensation for diminution of the value of the leasehold estate or the fee of the leased premises or otherwise and Lessee hereby assigns to Lessor all of Lessee's right, title and interest in and to any and all of the Award. Lessee shall continue

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to pay rent and other charges hereunder until the Lease is terminated and any Impositions and insurance premiums prepaid by Lessor or any unpaid impositions or other charges which accrue prior to the termination shall be adjusted between the parties as of the date of termination hereof.

This lease has been executed by American National Bank & Trust Company of Chicago, not personally but solely as Trustee under Trust No. 56885 and said trustee and its beneficiary shall have no personal liability for any agreements, covenants, or obligations hereunder, all such liability being expressly waived by Lessee. Lessee's sole recourse hereunder shall be against the premises comprising the trust estate under said Trust.

29. Mr. Charles Cheng has executed this lease for the purposes of personally, unconditionally guaranteeing all the terms, conditions and provisions of this Lease, and shall execute the personal guarantee set forth on Exhibit D attached hereto.

30. The parties hereto agree that the broker's commission due and owing for the consummation of the transaction shall be split equally between Baird & Warner, (Rolling Meadows, Illinois), and Century 21 CLR Realty.

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

32. This Lease constitutes the entire Agreement of the Lessor and Lessee as to the subject matter hereof and supersedes all prior Agreements, whether oral or written, including, but not limited to the proposal for lease option on office building on 1070 Roselle Road, Hoffman Estates, Illinois, dated November 6, 1989 by and between Charles Cheng, President of CSC Computer Corporation and Lessor's Beneficiary, and the mechanical and structural improvements rental allowance, 1070 Roselle Road, Hoffman Estates, Illinois, by and between Lessor's Beneficiary, as Lessor/Seller and CSC Computer Corporation, as Lessee/Buyer under Lease/Purchase Option Agreement dated December 2, 1989, which the parties may have made with respect to the lease and the premises prior to the date hereof.

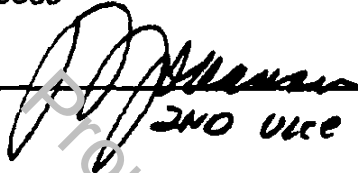
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LESSOR:

AMERICAN NATIONAL BANK & TRUST COMPANY  
OF CHICAGO, NOT PERSONALLY, BUT SOLELY AS  
TRUSTEE, UNDER TRUST AGREEMENT DATED 27TH DAY OF  
JANUARY, 1983 AND KNOWN AS TRUST  
NO. 56885

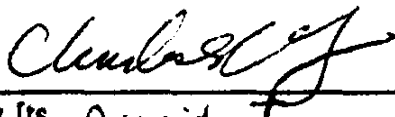
By Its

  
JNO Vice President

LESSEE:

GSC COMPUTER CORPORATION

By Its


  
President

ATTEST:

COOK COUNTY, ILLINOIS  
CLERK OF RECORD

1983 FEB 13 PM 11: 25

90069927

  
MR. CHARLES CHENG,  
DOES HEREBY PERSONALLY, UNCONDITIONALLY, GUARANTEE ALL OF THE  
TERMS, CONDITIONS & PROVISIONS OF THE LEASE.

*Mult*  
RETURN TO:  
HUBERT J. LOFTUS  
Attorney at Law  
1001 W. Lake St.  
Addison, IL 60101

THIS INSTRUMENT PREPARED BY:  
ANTHONY SUMMERS  
Attorney at Law  
1301 W. 22nd St.  
Oak Brook, IL 60521

333

90069927

Property of Cook County Clerk's Office

This instrument is executed by the undersigned Law Firm not personally but only as  
Trustee in the exercise of the power granted in the Trust Agreement and in the Trust  
Trustee. It is agreed and understood that all of the obligations, including  
responsibilities, of the Trustee are assumed by the Trustee and not by the  
Trustee's personal liability or personal assets. The Trustee shall not be held  
liable or personally responsible for any liability or personal assets of the  
Trustee or for any liability or personal assets of the Trustee or for any  
obligation against the Trustee or agreement of the Trustee in this instrument.

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(mccart.8)

## LEASE EXHIBIT C REAL ESTATE SALE AGREEMENT

THIS AGREEMENT is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 1989, by and between American National Bank, not personally but solely as Trustee, under Trust Agreement dated the 27th day of January, 1983, and known as Trust No. 56885 (seller), and CSC Computer Systems, Corporation, an Illinois Corporation, (purchasers).

### WITNESSETH;

WHEREAS seller is the owner of real estate (1070 N. Roselle, Hoffman Estates, Illinois) in Cook County Illinois which is more particularly set forth on Exhibit I, attached hereto and made a part hereof which property is outlined in red on Exhibit II, attached hereto (property);

WHEREAS seller desires to sell and purchaser desire to purchase said property:  
NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. Purchasers agrees to pay the sum of One Million Three Hundred and Fifty Thousand Dollars (1,350,000.00) to be paid as follows: Seller shall accept and Purchaser shall execute a 100% purchase money Note and Mortgage (Trust Deed) upon the terms and conditions as set forth in Exhibits III and IV attached hereto and made a part hereof, the terms of which shall be personally guaranteed by Charles Cheng, by his execution of a Guarantee in form and content, as set forth in Exhibit V.

2. The closing shall occur on February 1, 1995 or twenty (20) days after Seller has complied with the provisions of Paragraph 6 hereinafter set forth, whichever is later in time.

3. The title to be delivered by seller to purchasers shall be deemed good and merchantable, subject only to the following;

- a. the exceptions set forth on Exhibit VI attached hereto and made a part hereof (said exceptions are hereinafter referred to as "permitted exceptions" and all other exceptions are hereinafter referred to as "unpermitted exceptions");
- b. general taxes for the year 1994 and subsequent years.

4. At the time of closing seller shall cause the property to be conveyed to purchasers, or their nominee, by stamped Trustee's Deed with release of dower and homestead rights, if any. Seller shall pay for the State of Illinois and County Transfer Tax Stamps.

5. Seller shall deliver to purchasers the following documents evidencing their title thirty (30) days prior to the closing;

- a. a survey of the property prepared by a licensed Illinois surveyor and certified to have been prepared in accordance with ALTA land survey standards for the benefit of the purchasers and the title company set forth in paragraph 9b hereinafter set forth. Said survey shall be dated within one hundred and eighty (180) days of the closing hereinafter set forth, or shall



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be re-certified, if already prepared within one hundred and eighty (180) days of said closing. If said survey discloses any encroachments, or if after reviewing such survey, the title insurer hereunder raises any matter shown on the survey as special exceptions that render the title unmarketable (herein referred to as survey defects), seller shall have fifteen (15) days from the date of delivery of said survey (or 15 days from the date of delivery of the title commitment in the event that the title insurer raises any matter shown on said survey as special exception, whichever is later) to correct any survey defects. In the event seller is unable to correct the survey defects, purchasers may elect to:

- i. require seller, at seller's cost and expense, to use its efforts to have the title company insure over survey defects; however, seller shall not be required to execute any personal undertakings or establish a title indemnity account to cause the title insurance company to insure over said survey defects; or
  - ii. extend the time up to thirty (30) days in which seller shall have to correct survey defects; failing which, purchasers shall be entitled to proceed pursuant to clause iii, immediately following; or
  - iii. terminate this contract by written notice to seller, and in such event, this contract shall terminate and all deposits made hereunder shall be returned to purchasers and this agreement shall be null and void.
- b. A preliminary report of title issued by a title insurance company licensed to do business in the State of Illinois. Seller shall cause said title company to issue its policy guaranteeing purchasers' title to the property and seller shall supply documentation required to obtain title insurance with extended coverage over the general exceptions and to all easements for the benefit of the property, subject only to the permitted exceptions, in the amount of the purchase price. If the title company's preliminary examination of title shows a good title subject only to the permitted exceptions provided for herein, or subject to defects in title which can be cleared at the time of the closing, the parties will close at said Title Company. If the title commitment shows unpermitted exceptions which cannot be removed, the seller shall have an additional thirty (30) days from the date of delivery of the title papers to cure such unpermitted exceptions and present the title commitment on the basis of which the closing may take place. If the report on title discloses any unpermitted exceptions in title, and it shall appear that said unpermitted exceptions constitute offsetting interests, encumbrances, or liens of a definite or ascertainable amount, all of which may be removed at the time of the closing by payment of money, then the Purchaser shall clear and remove all said unpermitted exceptions by the payment of monies and shall execute a purchase money note and mortgage in an amount set forth in Paragraph 1 above minus the amount of monies paid hereunder, with a pro rata reduction in the monthly payment. If the title is not good

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and merchantable, and the unpermitted exceptions there cannot be removed at the time of the closing, purchasers may, at his option, rescind this contract and have the earnest money refunded, and this agreement shall be null and void.

6. In the event, prior to closing, the subject premises shall be destroyed by fire, or other casualty to an extent that the cost of repair thereof exceeds ten 10% percent of the purchase price set forth herein, then at the election of the purchasers,

- a. This agreement may be cancelled or
- b. Purchasers may consummate this agreement and receive such insurance proceeds as are paid on the claim of the loss.

This election must be exercised within ten (10) days after seller provides purchasers written notice of the amount of the insurance proceeds, if any, which seller will receive on the claims of loss. If purchasers has not been so notified by seller, within 45 days subsequent to the occurrence of such damage or destruction or by the date of closing, whichever occurs first, purchasers may at their option, cancel this agreement.

7. That seller has no knowledge of and has not received any notice of any violation of any law, zoning ordinance, annexation agreement, or building rules or regulations affecting the real estate, nor has seller received any notice of any existing or threatened condemnation or other legal action of any kind involving the property.

8. To seller's knowledge, there are no actions, suits or proceedings pending or threatened against, by or affecting the seller in any court or before any governmental agency relating to the ownership of, or seller's ability to convey, the real estate.

9. Seller has full power and authority to enter into this Agreement and to perform its obligations hereunder, and seller has the right to sell the property to purchasers pursuant to this Agreement and each person who executes this agreement and all other instruments and documents in connection herewith on behalf of the seller have due power and authority to so act.

10. There are no assessments, charges, paybacks or obligations requiring payment of any nature or description against the property which remain unpaid, including, but not limited to those for sewer or water lines or mains, roads, sidewalks, or curbs, and no public improvements have been ordered by seller, threatened, announced or contemplated by the Village with respect to the property which have not heretofore been completed, assessed and paid for other than as provided for in this Agreement.

11. At the time of closing, general real estate taxes shall be prorated on the basis of the Tax Assessor's latest assessed valuation, the latest known equalization factors, and the latest known tax rate, which proration shall be final as between the parties hereto.

12. Time is of the essence of this contract.

13. The parties hereto agree that the broker's commission due and owing for the consummation of the transaction(s) shall be split equally between Baird & Warner, (Rolling Meadows, Illinois), and Century 21 CLR Realty.

14. This contract constitutes the entire agreement of the seller and purchasers as to the subject matter hereof, and supercedes all prior agreements, whether oral or written, which the parties may have made with respect to the real estate prior to the date

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hereof.

15. Notices may be served upon either party, by certified mail, return receipt requested, as follows:

Upon the seller:

AMERICAN NATIONAL BANK

Copies to:

Anthony W. Summers, Esq.  
1301 W. 22nd Street  
Suite 603  
Oak Brook, IL 60521

Upon the purchaser:

CSC Computer Corporation  
17 W. 300 22nd Street  
Oakbrook Terrace, IL 60181

Copies to:

Law Office Hubert Loftus  
1001 W. Lake Street  
Addison, IL 60101

16. Subject to the foregoing, this contract shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF this contract has been executed on the date first above written.

SELLER:

AMERICAN NATIONAL BANK & TRUST COMPANY  
OF CHICAGO, NOT PERSONALLY, BUT SOLELY AS  
TRUSTEE, UNDER TRUST AGREEMENT DATED 27TH DAY OF  
JANUARY 27, 1983 AND KNOWN AS TRUST

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NO. 56885

By Its \_\_\_\_\_

PURCHASER:

CSC COMPUTER CORPORATION

By Its \_\_\_\_\_

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(MCCART.11)

EXHIBIT III

\$1,350,000.00  
1994

Chicago, Illinois \_\_\_\_\_

FOR VALUE RECEIVED, \_\_\_\_\_, \_\_\_\_\_, Illinois, an Illinois Banking Corporation not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated the \_\_\_\_\_, 19\_\_\_\_ and known as Trust No. \_\_\_\_\_, hereby promises, out of that portion of the Trust Estate subject to said Trust Agreement specifically described in the Trust Deed given to secure the payment hereof, to pay to \_\_\_\_\_ in the manner hereinafter and in said Trust Deed provided, the principal sum of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00) and interest on the balance of principal remaining from time to time unpaid at the rate of eight and one-half per cent (8 1/2%) per annum in installments as follows: Nine Thousand Eight Hundred Ninety Six Dollars and Eighty Five Cents (\$9,896.85) on the 1st day of March, 1995, and Nine Thousand Eight Hundred Ninety Six Dollars and Eighty Five Cents (\$9,896.85) on the 1st day of each month thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid, at the option of the holder of the Note upon 180 days notice prior to any of the dates hereinafter set forth, shall be due on the 1st day of February, 2000 or February 1, 2005 and if not sooner paid at the option of the holder of the Note, the final payment of all principal and interest, if not sooner paid shall be due on the 1st day of February, 2010. All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The principal of each said installments unless paid when due shall bear interest after maturity at the rate of fourteen and one half (14 1/2%) per cent per annum. Said payments are to be made at such banking house or trust company, as the legal holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of \_\_\_\_\_

The payment of this note is secured by trust deed, bearing even date herewith, to \_\_\_\_\_, Trustee, on real estate in the County of Cook, Illinois. It is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof or in case at any time hereafter the right to foreclose the said trust deed shall accrue to the legal holders hereof under any of the provisions contained in said trust deed.



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All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

This note is executed by \_\_\_\_\_, \_\_\_\_\_, Illinois, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said Trust Deed securing the payment hereof, by the enforcement of the provisions contained in said Trust Deed. No personal liability shall be asserted or be enforceable against the promise of any person interested beneficially or otherwise in said property specifically described in said Trust Deed given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Trust Deed, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any installment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Trust Deed given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said Trust Deed set forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both.

\_\_\_\_\_  
\_\_\_\_\_  
This is to certify that  
this is the installment note As Trustee as aforesaid and not  
described in the within personally  
mentioned Trust Deed

BY \_\_\_\_\_  
Trust Officer

ATTEST

\_\_\_\_\_  
Identification No. \_\_\_\_\_

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## EXHIBIT IV TRUST DEED

THIS INDENTURE, Made \_\_\_\_\_, between \_\_\_\_\_, \_\_\_\_\_, Illinois, an Illinois Banking Corporation, not Personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated \_\_\_\_\_ and known as NAME OF TRUSTEE AND TRUST NO. TO BE INSERTED herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of \$1,350,000.00 made payable to \_\_\_\_\_ and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from \_\_\_\_\_ on the balance of principal remaining from time to time unpaid at the rate of eight and one half (8 1/2%) per cent per annum in installments as follows: Nine Thousand Eight Hundred Ninety Six Dollars and Eighty Five Cents (\$9,896.85) on the 1st day of March, 1995, and Nine Thousand Eight Hundred Ninety Six Dollars and Eighty Five Cents (\$9,896.85) on the 1st day of each month thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid, at the option of the holder of the Note upon 180 days notice prior to any of the dates hereinafter set forth, shall be due on the 1st day of February, 2000 or February 1, 2005 and if not sooner paid at the option of the holder of the Note, the final payment of all principal and interest, if not sooner paid shall be due on the 1st day of February, 2010. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the rate of \_\_\_ per cent per annum, and all of said principal and interest being made payable at such banking house or trust company, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment then at the office of \_\_\_\_\_.

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the County of \_\_\_\_\_ and State of \_\_\_\_\_, to wit;

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P. I. No.

Property address: \_\_\_\_\_;

which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment, or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter, on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holder of the notes; (4) complete within a reasonable time any building or buildings, now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to

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contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holder of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten (10) days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, trustee's fees, appraiser's fees, outlays for documentary and expert



evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceedings, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; (b) or the preparations for the commencement of any suit for the foreclosure hereon after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such

decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by the \_\_\_\_\_, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said \_\_\_\_\_, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said \_\_\_\_\_, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said

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\_\_\_\_\_ personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein, and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF \_\_\_\_\_, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.

\_\_\_\_\_ AS TRUSTEE AS AFORESAID AND NOT PERSONALLY.  
BY \_\_\_\_\_ Trust Officer

ATTEST \_\_\_\_\_ Assistant Trust Officer

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said county, in the state aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, Trust Officer of \_\_\_\_\_, and \_\_\_\_\_, Assistant Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer, and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his 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 \_\_\_ day of \_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public

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(mccart.9)

EXHIBIT V

PERSONAL GUARANTEE OF LAND TRUST MORTGAGE GUARANTY

WHEREAS, \_\_\_\_\_ not individually but solely as Trustee under Trust Agreement dated \_\_\_\_\_ and known as Trust # \_\_\_\_\_, has executed and delivered their note in the principal amount of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, dated the \_\_\_\_\_, payable to the order of \_\_\_\_\_ and their mortgage of the same date to secure payment thereof, mortgaging the following described property:

PLEASE SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

P. I. No. \_\_\_\_\_

NOW, THEREFORE, the undersigned \_\_\_\_\_, (hereinafter sometimes referred to as the "guarantor"), for good and valuable consideration, do hereby unconditionally and irrevocably guarantee to the holder from time to time of said note or of any interest therein, the prompt payment of the installments of principal and interest on said note, when as the same become due from time to time, whether by lapse of time, acceleration, or otherwise, and at all times thereafter, and the prompt payment of all sums which may now be or may hereafter become due and owing under the terms of the mortgage securing said note, and do hereby unconditionally and irrevocably guarantee the prompt performance of all of the other terms, covenants and conditions of said mortgage; and the guarantor does hereby waive presentment for payment, demand for payment, notice of nonpayment or dishonor, protest and notice of protest, diligence in collection, and any and all formalities which may be legally required to charge the guarantor with liability; and the guarantor does further agree that their liability as guarantor shall in no wise be impaired or affected by any renewals or extensions which may be made from time to time, of the time of payment, of any portion of the principal of or interest on said note, or by any forbearance or delay in enforcing the payment thereof, or in enforcing the lien of said mortgage, or by any failure or neglect or refusal to enforce said mortgage or to realize upon any other security which may have been given or may hereafter be given for the indebtedness or evidenced by said note, or by any modifications of the terms or provisions of said note or mortgage, it being the intent hereof that the guarantor remain liable as principal until said note with interest thereon, and any and all sums now or hereafter due under the terms of said mortgage or of this guaranty have been paid in full and the other terms, covenants and conditions of said mortgage and this guaranty have been performed, notwithstanding any act or thing which might otherwise operate as a legal or equitable discharge of a surety.

In the event of the foreclosure of said mortgage and of a deficiency, the guarantor hereby promises and agrees forthwith to pay the amount of such deficiency.

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The guarantor further covenants and agrees to pay all expenses and fees, including attorneys' fees, which may be incurred by the holder of the said note in enforcing any of the terms or provisions of this guaranty.

This guaranty shall be binding upon the heirs, legal representatives and assigns of the guarantor and shall not be discharged or affected, in whole or in part, by the death of the guarantor.

IN WITNESS WHEREOF, the guarantors have hereunto set their hands and seals this

\_\_\_\_\_  
CHARLES CHENG

STATE OF ILLINOIS )

COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
Notary Public

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EXHIBIT D

PERSONAL GUARANTEE

WHEREAS, AMERICAN NATIONAL BANK & TRUST COMPANY, not personally but solely as Trustee, under Trust Agreement dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ and known as Trust No. 56885 has entered into a lease dated December 21, 1989 for the lease of premises commonly known as 1070 N. Roselle Road, Hoffman Estates, Illinois with CSC Computer Corporation; and

WHEREAS, the Lessor desires the personal guarantee of the President and principal shareholder of Lessor;

NOW THEREFORE, the undersigned CHARLES CHENG, (hereinafter sometime referred to as Guarantor) for good and valuable consideration does hereby unconditionally and irrevocably guarantee all of the terms, provisions and conditions of the above set forth lease, including the prompt payment of all monies when and as the same become due from time to time for rent or otherwise, and the proper payment of all sums which may now be or may hereafter become due and owing under the terms of said Lease, and do hereby unconditionally and irrevocably guarantee the prompt performance of all other terms, covenants, and conditions of said Lease;

The Guarantor does hereby waive presentment for payment, demand for payment, notice of non-payment, protest or notice of protest, diligent collection, and any and all formalities which may be legally required to charge guarantor with liability; and the Guarantor does further agree that his liability as guarantor shall in no wise be impaired or affected by any extensions which may be made from time to time of the time of payment, or any portion of said payment, or by any forbearance or delay in enforcing the payment thereof, or by the modifications of the terms, provisions or said lease, it being the intent hereof, that the Guarantor shall remain liable as a principal until the lease payment and any and all sums now or hereafter due under the terms of said lease or this Guarantee have been paid in full and the other terms and conditions of the lease and this Guarantee have been performed, notwithstanding any act or thing might which

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# UNOFFICIAL COPY

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otherwise operate as a legal or equitable discharge of a surety.

This Guarantee shall be binding upon the heirs, legal representatives, and assigns of the Guarantor and shall not be discharged or affected in whole or in part, by the death of the Guarantor.

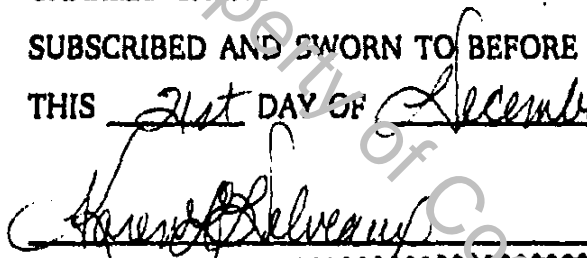
IN WITNESS WHEREOF the Guarantor has hereunto set his hand and seal this 21st day of December, 1989.

  
\_\_\_\_\_

CHARLES CHENG

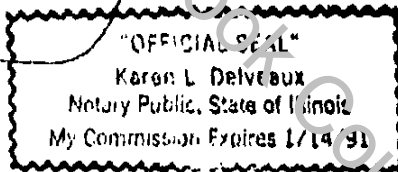
SUBSCRIBED AND SWORN TO BEFORE ME

THIS 21st DAY OF December, 1989.

  
\_\_\_\_\_

NOTARY PUBLIC

(PERSGTE.8)



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EXHIBIT

That part of the Northwest 1/4 of Section 15, Township 41 North, Range 10 East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the West line of Roselle Road with the South line of Golf Road, as widened; thence South 03°09'39" West, along the West line of Roselle Road, 429.96 feet to the point of beginning; thence North 86°50'21" West, 209.81 feet; thence South 03°09'39" West, 205.00 feet; thence South 86°50'21" East, 146.14 feet; thence North 75°35'17" East, 61.74 feet to a point on the aforesaid West line of Roselle Road; thence North 03°09'39" East along the said West line of Roselle Road, 191.17 feet to the point of beginning, in Cook County, Illinois.

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1070 N Roselle Rd  
Hoffman

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EXHIBIT I

That part of the Northwest 1/4 of Section 15, Township 41 North, Range 10 East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the West line of Roselle Road with the South line of Golf Road, as widened; thence South 03°09'39" West, along the West line of Roselle Road, 429.96 feet to the point of beginning; thence North 86°50'21" West, 205.00 feet; thence South 03°09'39" West, 209.81 feet; thence South 86°50'21" East, 146.14 feet; thence North 75°35'17" East, 61.74 feet to a point on the aforesaid West line of Roselle Road; thence North 03°09'39" East along the said West line of Roselle Road, 191.17 feet to the point of beginning, in Cook County, Illinois.

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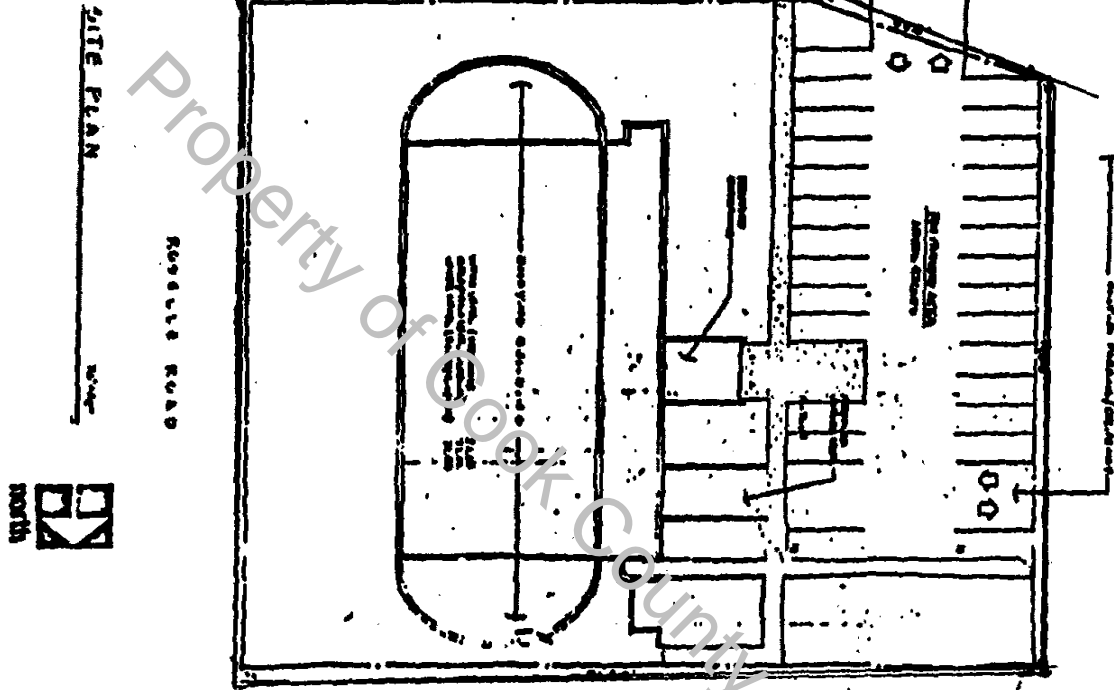
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EXHIBIT II



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<b>NSA</b>	Notar Public
Commission Expires	12/31/2011
Notary Public for the State of Illinois	
My Comm. No.	12345678
My Exp. Date	12/31/2011
My State	Illinois

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