

TERMINATION OF LEASE

This Termination of Lease made and entered into as of the 28th day of September, 1988 by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 24, 1983 and known as Trust No. 58122 (hereinafter referred to as "Owner") and The First National Bank in Harvey, a national banking corporation (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Owner, by its sole beneficiary, Harvey Partners, Ltd., an Illinois limited partnership (hereinafter referred to as the "Partnership") and Tenant entered into that certain Lease dated as of the 29th day of June, 1983 (hereinafter referred to as the "Lease") for the premises commonly known as 174 East 154th Street, Harvey, Illinois, which premises are legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises").

WHEREAS, Owner and Tenant entered into that certain Memorandum of Lease dated June 29, 1983 and recorded July 7, 1983 as Document 26677284 and recorded December 2, 1983 as Document 26883421 and filed December 2, 1983 as Document LR3344216 (the Lease and said Memorandum of Lease are hereinafter collectively referred to as the "Lease");

WHEREAS, the Lease contained inter alia, a right of first refusal in favor of Tenant;

WHEREAS, the Partnership as seller and Tenant as purchaser have entered into that certain Real Estate Sale Contract of even date herewith (the "Contract") whereby simultaneously herewith the Partnership will cause Owner to sell, transfer and convey the Premises to Tenant under the terms and conditions contained in the Contract; and

WHEREAS, the parties now desire to terminate the Lease.

NOW, THEREFORE, in consideration of ten (\$10.00) dollars and other goods and valuable consideration receipt and sufficiency of which is hereby acknowledged, and of the foregoing preambles each of which is made a contractual part hereof, the parties hereby agree as follows:

1. The Lease is hereby terminated as of the 28th day of September, 1988, as if said date had been the date originally set forth in the Lease for the termination date thereof. Tenant shall deliver to Owner possession of the Premises as of the date hereof, and Owner and Tenant hereby acknowledge that the Lease is null and void and of no further force and effect as of the date hereof and Owner, the Partnership and Tenant have no further obligations, liability or duties with respect thereto or thereunder, including but not limited to any obligations, liability or duties with respect to the right of first refusal contained in the Lease.

2. This Termination of Lease is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiary of a certain Trust Agreement dated June 24, 1983 and known as Trust No. 58122. It is expressly understood and agreed that nothing herein or in said Termination of Lease contained shall be construed as creating any liability whatsoever against said Trustee personally, or to perform any

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covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by Tenant, and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the parties hereby execute this document on this 28 day of September as of the date first above written.

(S E A L)

American National Bank and Trust Company of Chicago, not personally, but as Trustee, under Trust Agreement dated June 24, 1983 and known as Trust No. 58122

ATTEST:

By: [Signature]
Second Vice President

By: [Signature]
Second Vice President

(S E A L)

The First National Bank in Harvey, a national banking corporation

ATTEST:

By: _____
Its: _____

By: [Signature]
Its: _____

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EXHIBIT A

PARCEL 1:

LOTS 1 TO 5, BOTH INCLUSIVE, IN ELLIS SUBDIVISION OF LOTS 41, 42, 43 AND 44 IN BLOCK 83 OF HARVEY BEING A SUBDIVISION OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 9, 1891 AS DOCUMENT 1565703 IN BOOK 51 OF PLATS PAGE 31 IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 12 IN BLOCK 83 IN HARVEY, A SUBDIVISION OF PART WEST OF ILLINOIS CENTRAL RAILROAD IN SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOTS 30 TO 40, BOTH INCLUSIVE, IN BLOCK 83 IN HARVEY, A SUBDIVISION OF PARTS OF SECTIONS 8 AND 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1890 AS DOCUMENT 1274898, IN COOK COUNTY, ILLINOIS

PARCEL 4:

LOT 4 IN BLOCK 83 IN HARVEY, IN SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

29-17-215-006-0000
29-17-215-007-0000
29-17-215-008-0000
29-17-215-026-0000
29-17-215-040-0000
29-17-215-041-0000
29-17-215-019-0000

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that J. H. BLACK, Secretary of THE FIRST NATIONAL BANK IN HARVEY, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 28th day of September, 1988.

John A. Nicholas
Notary Public

My Commission Expires: June 1, 1989

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TRUSTEE'S ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Octavia M. Groono, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Latice Johnson and SUZANNE G. BAKER, the Second Vice President and SECRETARY, respectively, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated June 24, 1983 and known as Trust No. 58122, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, 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 company, not personally but as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this SEP 29 1988 day of _____, 19__.

"OFFICIAL SEAL"
Octavia M. Groono
Notary Public, State of Illinois
My Commission Expires 10/2/91
My Commission Expires: _____

Octavia M. Groono
Notary Public

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Team

1988 SEP 30 PM 1:13
HARRY (BUS) YOURELL
REGISTRAR OF TITLES

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IDENTIFIED No.
Registrar of Terrors Titles
HARRY "BUS" YOURELL
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