

9/8

ORDINANCE NO. F-0016

AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN
REAL PROPERTY WITHIN THE CITY OF WHEATON, ILLINOIS,
FOR EXPANSION OF THE CITY'S PUBLIC WORKS FACILITY

WHEREAS, the City of Wheaton, Illinois ("City"), is an Illinois home rule municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and, as such, the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the subject matter of this ordinance pertains to the government and affairs of the City and its residents; and

WHEREAS, the City has determined it to be in the best interests of the City and its residents to expand its Public Works facility on the real estate legally described in this ordinance; and

WHEREAS, the City has determined that the acquisition of the real estate, legally described herein, is necessary for the promotion of the public safety and welfare of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wheaton, Illinois, pursuant to its home rule powers, as follows:

Section 1: It is necessary and desirable that the City acquire title to, and possession of, the following-described real estate, and any and all improvements located thereon, for purposes of expanding the City's Public Works facility:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

This property is commonly located at 814 West Manchester Road, Wheaton, Illinois (60187) ("subject property").

Section 2: The administrative staff of the City and legal counsel for the City are authorized, directed, and empowered to negotiate the purchase of the subject property for the total sum of TWO HUNDRED THIRTY-ONE THOUSAND DOLLARS (\$231,000.00), plus or minus prorations; and the City Manager is authorized to execute a Real Estate Sale Contract (substantially in the form attached hereto as Exhibit "B" and incorporated herein), Residence Lease (substantially in the form attached hereto as Exhibit "C" and incorporated herein), and any and all other customary documents necessary to finalize this real estate transaction on behalf of the City in connection with this purchase.

Section 3: All ordinances or parts of ordinances in conflict with these provisions are repealed.

Section 4: This ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.

ATTEST:

Emily M. Connelly
City Clerk



Mayor

Ayes:

Roll Call Vote:
Councilman Eckhoff
Mayor Carr
Councilman Gresk
Councilwoman Johnson
Councilman Mork
Councilwoman Davenport

Nays:

None

Absent:

Councilwoman Culler

Motion Carried Unanimously

Passed: March 18, 1996

Published: March 19, 1996

EXHIBIT "A"

PARCEL 1: THAT PART OF THE EAST 1/2 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SECTION 17 AND RUNNING THENCE NORTHEASTERLY, ALONG THE NORTHWESTERLY LINE OF GABLES BOULEVARD, WHICH WAS DEDICATED AS AURORA WAY BY DOCUMENT 297055, FOR A DISTANCE OF 396.9 FEET TO THE SOUTHERLY LINE OF MANCHESTER ROAD; THENCE SOUTHEASTERLY, ALONG THE SOUTHERLY LINE OF MANCHESTER ROAD, 134.25 FEET; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SECTION 17, 292.06 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY, ON THE SAME COURSE, 106.1 FEET; THENCE EASTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 130.0 FEET; THENCE NORtherLY, PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SECTION 17, 106.1 FEET; THENCE WESTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 130.0 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

(EXCEPT THE FOLLOWING: COMMENCING AT THE CENTER OF SAID SECTION 17 AND RUNNING THENCE NORTHEASTERLY, ALONG THE NORTHWESTERLY LINE OF GABLES BOULEVARD, WHICH WAS DEDICATED AS AURORA WAY BY DOCUMENT 297055, FOR A DISTANCE OF 396.9 FEET TO THE SOUTHERLY LINE OF MANCHESTER ROAD; THENCE SOUTHEASTERLY, ALONG THE SOUTHERLY LINE OF MANCHESTER ROAD, 134.25 FEET; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SECTION 17, 292.06 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY, ON THE SAME COURSE, 15 FEET; THENCE EASTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 130.0 FEET; THENCE NORtherLY, PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SECTION 17, 15 FEET; THENCE WESTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 130.0 FEET TO THE POINT OF BEGINNING) IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL ONE, AFORESAID, AS CREATED BY THE PLAT OF WHEATON INDUSTRIAL PARK, AN OWNERS PLAT OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED OCTOBER 28, 1963 AS DOCUMENT R63-39278 AND CERTIFICATE OF CORRECTION RECORDED MAY 4, 1964 AS DOCUMENT R64-14822, FOR INGRESS AND EGRESS OVER THE WEST 33 FEET OF THAT PART OF LOT 5 OF WHEATON INDUSTRIAL PARK, AFORESAID, LYING NORTH OF THE NORTH OF THE SOUTH LINE OF PARCEL ONE, AFORESAID, EXTENDED EAST.

COMMON ADDRESS: 814 WEST MANCHESTER ROAD, WHEATON, ILLINOIS

PIN: 05-17-400-005

REAL ESTATE SALE CONTRACT

1. **PURCHASER.** The CITY OF WHEATON, an Illinois municipal corporation ("Purchaser"), agrees to purchase at a price of TWO HUNDRED THIRTY ONE THOUSAND AND NO/100 DOLLARS (\$231,000.00) on the terms set forth herein, the following described real estate in DuPage County, Illinois:

SEE LEGAL DESCRIPTION, ATTACHED HERETO AS EXHIBIT "A"

commonly known as 814 West Manchester Road, Wheaton, DuPage County, Illinois 60187, and with approximate lot dimensions of 106 x 130, together with the following personal property presently located thereon: (strike items not applicable) (a) storm and screen doors and windows, (b) awnings; (c) outdoor television antenna; (d) wall-to-wall, hallway, and stair carpeting; (e) window shades, draperies and supporting fixtures; (f) venetian blinds; (g) electric, plumbing and other attached fixtures as installed; provided however, that the Seller shall have the right to remove all materials or items indicated on the list to be prepared by Seller and provided to Purchaser thirty (30) days prior to vacating the property or February 28, 1997, whichever is earlier.

2. **SELLER.** VILLA PARK TRUST AND SAVINGS BANK, as Trustee under a Trust Agreement dated October 15, 1977 and known as Trust Number 575 ("Seller") agrees to sell the real estate and the property, if any, described above at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable warranty deed, with release of homestead rights, and a proper bill of sale, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) existing leases and tenancies; (e) special taxes or assessments for improvements not yet completed; (f) any unconfirmed special tax or assessment; (g) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (f) mortgage or trust deed specified below, if any; (f) general taxes for the year 1995 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year 1995; and to a certain lease between Seller and Purchaser which will be signed on or prior to conveyance of the subject property.

3. **PURCHASE PRICE/EARNEST MONEY.** Purchaser agrees to pay Seller the sum of TWO HUNDRED THIRTY ONE THOUSAND DOLLARS (\$231,000.00) money, plus or minus prorations, at the time of closing.

4. **CLOSING.** The time of closing shall be on March 20, 1996, or on the date, if any, to which such time is extended by reasons of paragraph 8 hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of the attorney for Purchaser. Six Thousand Nine Hundred Seventy Five Dollars (\$6,975.00) (the estimated real estate taxes for 1995, 3,100

x 2.25 years) will be withheld from the purchase price and held in an interest-bearing account (the "Tax Account") to guarantee payment of real estate taxes by the Seller, annually. The Purchaser shall apply the money on deposit in the Tax Account toward the payment of real estate taxes for the subject property. Should there be insufficient funds on deposit in the Tax Account for real estate taxes accrued on the subject property through March 31, 1997 (or such earlier date as Seller terminates possession), Seller shall, upon request of the Purchaser, immediately submit to the Purchaser the remainder of the amount due for said real estate taxes.

5. **POSSESSION.** Seller shall deliver possession to Purchaser on the day the sale has been closed, subject to a Lease between Seller and Purchaser, a copy of which is attached as Exhibit "A".

6. **CONDITION OF PREMISES.** Seller agrees to deliver possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted.

7. **TITLE.** Seller shall deliver or cause to be delivered to Purchaser or Purchaser's Agent, not less than five (5) days prior to the time of closing, a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy unless the contract price is \$100,000.00 or less and the real estate is improved with a single family dwelling or an apartment building or four or fewer residential units (b) the title exceptions set forth below, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the matter specified in paragraph 8 below.

8. **TITLE EXCEPTIONS.** If the title commitment discloses unpermitted exceptions, Seller shall have thirty (30) days from the date of delivery thereof to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the time of closing shall be thirty-five (35) days after delivery of the commitment or the time specified in paragraph 4 of the Real Estate Sale Contract, whichever is later. If Seller fails to have the exceptions removed, or in the alternative, to obtain the

commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expirations of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further actions of the parties.

9. PRORATIONS. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any and other similar items shall be paid by Seller and shall be Seller's responsibility, obligation and liability the entire time Seller remains in possession.

All prorations are final unless otherwise provided herein. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration signed by the Seller or the Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax; such tax required by local ordinance shall be paid by the Purchaser.

10. RISK OF LOSS. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

11. TIME OF ESSENCE. Time is of the essence of this contract.

12. NOTICES. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signature. The mailing of a notice by registered or certified mail, return receipt required, shall be sufficient service.

13. CONDITION OF PREMISES. It is further agreed between Purchaser and Seller that Purchaser shall have the right to enter into and inspect the premises prior to closing and possession and ascertain that the aforementioned items of personal property are on the premises and included and that the heating, electrical and plumbing systems are in operating condition. In the event said heating, electrical and plumbing systems are not in operating condition, then notice is to be given to the Seller immediately in writing; and Seller shall correct same at Seller's expense prior to closing. Seller shall be responsible for maintenance, repair, and/or replacement of heating, electrical and plumbing systems during the time they occupy the premises under the terms of the attached lease agreement.

14. **SURVEY.** Purchaser will provide an up-to-date survey subsequent to execution of this contract by all parties, indicating no encroachments or violations of building ordinances.

15. **LEASE.** Pursuant to the terms of the lease attached as Exhibit "B", Seller may remain in possession of the subject property until March 31, 1997.

16. **TERMINATION OF LEASE.** Seller may elect to terminate said lease prior to March 31, 1997. To do so, Seller shall notify Purchaser of the termination of possession by Seller of the subject property thirty (30) days prior to termination of possession.

17. **PROPERTY TAX.** Seller shall be responsible for payment of all property taxes during Seller's possession of the subject property, subject to the provisions of Section 4 hereof.

18. **EMINENT DOMAIN AUTHORITY.** The Seller and Buyer acknowledge that Seller's sale of the property to Buyer pursuant to this agreement is made under the threat of Buyer's eminent domain authority. Seller and Buyer have entered into this agreement as a good faith settlement to avoid the filing of an eminent domain action with respect to the property.

19. **EXPENSES OF SELLER.** Seller shall be responsible and liable for all expenses of every kind and nature relative to the subject property the entire time Seller retains possession of the subject property; these expenses shall include but not be limited to, utilities, real estate taxes, insurance, maintenance, repairs. Seller shall furnish Purchaser with a copy of the comprehensive general liability insurance policy insuring the subject property in amounts not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for injury to person or damage to property. Purchaser shall be recited as an additional-named insured on the policy of insurance.

This contract is subject to the Conditions and Stipulations set forth herein, which Conditions and Stipulations are made a part of this contract.

DATED this _____ day of _____, 1996.

Seller:

VILLA PARK TRUST AND SAVINGS BANK, as Trustee under a Trust Agreement dated October 15, 1977 and known as Trust Number 575

Purchaser:

THE CITY OF WHEATON, an Illinois municipal corporation, by DONALD B. ROSE, City Manager 303 West Wesley Street, Wheaton, Illinois 60187

RESIDENCE LEASE

Exhibit C.

DATE OF LEASE	TERM OF LEASE		RENT	SECURITY DEPOSIT*
	BEGINNING	ENDING		
March 20, 1996	03/20/96	03/31/97* See Rider	Ten Dollars (\$10.00) a Year.	None

*IF NONE, WRITE "NONE"; Paragraph 2 of this Lease then INAPPLICABLE.

LESSEE

NAME • KERRY & SHARON MELLOTT
814 W. MANCHESTER ROAD

ADDRESS OF •

PREMISES • 814 W. MANCHESTER ROAD

CITY • WHEATON, ILLINOIS 60187

LESSOR

NAME • CITY OF WHEATON

ADDRESS • 303 W. WESLEY STREET

CITY • WHEATON, ILLINOIS 60187

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor for a private dwelling the house designated above (the "Premises"), together with the appurtenances thereto, for the above term.

RENT

1. Lessee shall pay Lessor as rent for the Premises the sum stated above, ~~monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. Time of each such payment is of the essence of this agreement.~~

SECURITY
DEPOSIT

~~2. Lessee has deposited with Lessor the Security Deposit stated above as security for the performance of all covenants and agreements of Lessee hereunder. Lessor may at any time or times apply all or any portion thereof in payment of any amounts due Lessor from Lessee. Upon termination of the lease and full performance of all of Lessee's obligations hereunder, so much of the Security Deposit as remains unapplied shall be returned to Lessee. The Security Deposit shall not bear interest.~~

CONDITION
OF PREMISES

3. Lessee acknowledges that the Premises are in good repair, except as herein otherwise specified, and that no representations as to the condition or repair thereof have been made by the Lessor, or Lessor's agent, prior to or at the execution of this lease, that are not herein expressed.

REPAIR

4. The Lessee covenants and agrees with Lessor to take good care of and keep in clean and healthy condition the Premises and their fixtures, and to commit or suffer no waste therein; that no changes or alterations of the Premises shall be made or partitions erected, nor walls papered without the consent in writing of Lessor; that Lessee will make all repairs required to the walls, windows, glass, ceilings, paint, plastering, plumbing work, pipes, and fixtures belonging to the Premises, whenever damage or injury to the same shall have resulted from misuse or neglect; and Lessee agrees to pay for any and all repairs that shall be necessary to put the Premises in the same condition as when he entered therein, reasonable wear and loss by fire excepted, and the expense of such repairs shall be included within the terms of this lease and any judgment by confession entered therefor.

LIMITATION
OF LIABILITY

5. The Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam, or other pipes, sewerage, or the bursting, leaking or running from any cistern, tank, washstand, water closet or waste pipe in, above, upon or about the Premises, nor for damage occasioned by water, snow or ice, being upon or coming through the roof, skylight, trap door or otherwise, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

USE;
SUBLET;
ASSIGNMENT

6. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, nor to be occupied, in whole or in part, by any other person, and will not sublet the same, or any part thereof, nor assign this lease, without in each case the Lessor's written consent had, and will not permit and transfer, by operation of law, of the interest in the Premises acquired through this lease; and will not permit the Premises to be used for unlawful purpose or purposes that will injure the reputation of the same or of the neighborhood; will keep no dogs, cats or other animals or pets in or about the Premises; will not permit the Premises to remain vacant or unoccupied for more than ten consecutive days; and will not permit any alteration of or upon any part of the Premises, nor allow any signs or placards posted or placed thereon, except by written consent of the Lessor; all alterations and additions to the Premises shall remain for the benefit of the Lessor unless otherwise provided in said consent. *See Rider

RIGHT TO
RELET

~~7. If Lessee shall abandon or vacate the Premises, the same shall be relet by the Lessor, for such rent, and upon such terms as Lessor may see fit; and if a sufficient sum shall not be thus realized, after paying the expenses of such re-letting and collecting, to satisfy the rent hereby reserved, the Lessee agrees to satisfy and pay all deficiency.~~

HOLDING
OVER

~~8. If the Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then the Lessor may at Lessor's option within thirty days after the termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal~~

SIGNS

11. Lessor reserves the right to put up a "To Rent" sign sixty days prior to the expiration of this lease and a "For Sale" sign at any time during the term of this lease.

COMPLIANCE

12. Lessee will in every respect comply with the ordinances of the municipality aforesaid, with the rules and orders of the health officers thereof, with the orders and requirements of the police department, with the requirements of any underwriters' association so as not to increase the rates of insurance upon the building and contents thereof, and with the rules and orders of the fire department in respect to any matters coming within their jurisdiction.

DEFAULT

13. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by Lessee, it shall be lawful for Lessor at any time, at his election, without notice, to declare said term ended and to re-enter the Premises, or any part thereof, with or without process of law, and to remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due and shall have a valid and first lien upon all personal property which Lessee owns or may hereafter acquire or have an interest in, whether exempt by law or not, as security for payment of the rent herein reserved.

CONFESSTION

14. The Lessee hereby irrevocably constitutes any attorney of any court of record in this state, attorney for Lessee in Lessee's name, on default by Lessee of any of the covenants herein, and upon complaint made by Lessor, his agent or assigns, and filed in any such court to enter Lessee's appearance in any such court of record, waive process and service thereof, and confess judgment, from time to time, for any rent which may be due to Lessor, or the Lessor's assignees, by the terms of this lease, with costs and a reasonable sum for attorney's fees, and to waive all errors and all right of appeal from said judgment, and to consent in writing that a writ of execution may be issued immediately.

RENT
AFTER
NOTICE
OR SUIT

15. After the service of notice, or the commencement of a suit, or after final judgment for possession of the Premises, the Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

FIRE AND
CASUALTY

16. In case the Premises shall be rendered untenantable by fire or other casualty, Lessor may at his option terminate this lease, or repair the Premises within thirty days, and failing so to do, or upon the destruction of the Premises by fire, the term hereby created shall cease and determine.

PAYMENT
OF COSTS

17. The Lessee further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.

PLURALS;
SUCCESSORS

18. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease, and all such persons shall be jointly and severally liable hereon; and all the covenants and agreements herein contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and be exercised by his or their attorney or agent.

SEVER-
ABILITY

19. 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, 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.

20. See Attached Rider.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSOR:

CITY OF WHEATON, ILLINOIS

ATTEST:

BY:

Donald B. Rose, City Manager

City Clerk

(SEAL)

(SEAL)

LESSEE:

KERRY & SHARON MELLOTT

GUARANTEE

For value received _____ hereby guarantees the payment of the rent and the performance of the covenants by the Lessee in the within lease covenanted and agreed, in manner and form as in said lease provided.

WITNESS _____ hand and seal this _____ day of _____, 19_____.

(SEAL)

**RIDER TO LEASE DATED 03/20/96 FOR 814 WEST MANCHESTER ROAD,
WHEATON, ILLINOIS ("SUBJECT PROPERTY") AMONG THE
CITY OF WHEATON, ILLINOIS ("LESSOR"), AND
KERRY AND SHARON MELLOTT ("LESSEE")**

1. DuPage County real estate taxes assessed and levied against the subject property have been, and continue to be, the responsibility of the Lessee. Accordingly, in order to guarantee the payment of the real estate taxes for 1995 and 1996, due and payable June 1996, and June 1997 up to and including the date Lessee vacates the premises, Lessee shall deposit with the City the sum of SIX THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS (\$6,975.00) which will be held in an interest-bearing account by the City to guarantee payment of real estate taxes. The Lessor shall apply the money on deposit toward the payment of real estate taxes for the subject property. Should there be insufficient funds on deposit for real estate taxes incurred on the subject property through March 31, 1997 (or such earlier date as Lessee terminates possession), Lessee shall, upon request of the Lessor, immediately submit to the Lessor the remainder of the amount due for real estate taxes. If a positive balance remains in the account after the 1996 real estate taxes are paid on June 1, 1997, Lessor shall refund the account balance to the Lessee.
2. Lessee may elect to terminate lease prior to March 31, 1997. To do so, Lessee shall notify Lessor of the termination of possession by Lessee of the subject property thirty (30) days prior to termination of possession.
3. This lease is subject to the terms setforth in the Real Estate Sale Contract between the City of Wheaton and Villa Park Trust and Savings Bank, as Trustee under a trust agreement dated October 15, 1977 and known as Trust Number 575.
4. Lessee may sublet the premises for the term of the lease upon ten (10) days written notification to Lessor.

LESSEE:

Kerry Mellott

Sharon Mellott

Attest:
