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1897/01/27 45 001 Page 1 of 4
2000-12-13 09:17:52
Cook County Recorder 51.00

LEASE TERMINATION AGREEMENT

7F22643 D2 AEM 2002

This Lease Termination Agreement dated as of December 8, 2000, is by and between Cole Taylor Bank, as successor trustee to Harris Trust & Savings Bank under Trust Agreement dated March 23, 1953 and known as Trust No. 10990 ("Landlord") and Equilon Enterprises LLC, as successor in interest to Shell Oil Company ("Tenant").

Landlord and Tenant hereby agree to terminate, as of December 8, 2000, the lease between them dated January 18, 1966 and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 1986437 demising the property located at the corner of Rand and Euclid in Mt. Prospect, Illinois, more fully described in Exhibit A hereto, as supplemented by the instrument recorded in the office of said Recorder as Document No. 20334089 (the "Lease"); provided that in all events the Lease shall terminate not later than the effective date of any notice of termination served by Tenant pursuant to Section 14 of the Lease. Such termination, whether effective pursuant to this Agreement or pursuant to any such notice, shall have the same effect as a termination resulting from an exercise by Tenant of its termination rights under Section 14 of the Lease. Landlord and Tenant agree to prorate real estate taxes for the year 2000 on the basis of the number of days during said year that the Lease was in effect. Tenant shall pay the first installment of such taxes when due and shall pay Landlord the balance of Tenant's prorata portion of 2000 real estate taxes upon receipt of a copy of the final tax bill therefor.

Y
JH

Landlord is authorized to attach hereto a standard form of exculpatory clause and when so attached such clause shall become a part of this Lease Termination Agreement.

EQUILON ENTERPRISES LLC

me By: *Laura D. Stysinger*
Laura D. Stysinger
Title: Attorney-in-Fact

Attest:

Mary Malinco
Title: Manager - R.E. Contracts

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

COLE TAYLOR BANK, as Trustee
under Trust Agreement dated March 23, 1953 and
known as Trust No. 10990

By: *[Signature]*
Title: VICE PRESIDENT

Attest:

[Signature]
Title: MARITZA CASTILLO
20060078 Sr. Trust Officer

BOX 333-CTI

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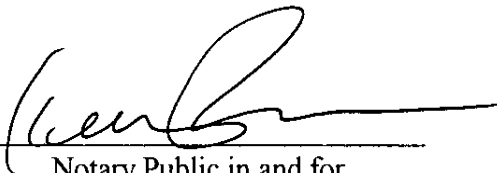
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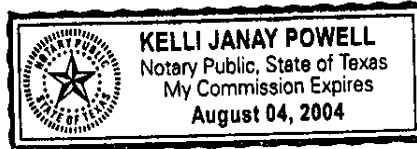
STATE OF TEXAS)
)
COUNTY OF HARRIS)

The within and foregoing instrument was acknowledged before me on December 5th, 2000, by **Laura D. Styslinger**, Attorney-in-Fact for Equilon Enterprises LLC, a Delaware limited liability company, on behalf of the company.

WITNESS my hand and official seal.



Notary Public in and for
The State of Texas



00976994

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ___ day of December, 2000, by KENNETH E. PIEKUT and MARITZA CASTILLO Vice Pres. and Sr. Trust Officer respectively of Cole Taylor Bank.





Notary Public

Prepared by:

David Saunders
Seyfarth Shaw
55 East Monroe Street
Suite 4200
Chicago, IL 60603

Return To

Levin & Rosen Ltd
4051 Old Orchard Rd
Skokie, IL 60076

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Exhibit A

LOT 7 (EXCEPT THAT PART FALLING WITHIN LANDS IN DEEDS RECORDED AS DOCUMENT NUMBER 10155705, AND 10294767 AND 11113038) IN BLOCK 1 ARLINGTON MEADOWS, BEING A SUBDIVISION OF THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ LYING NORTHEASTERLY OF THE CENTER LONE OF RAND ROAD IN SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

pin numbers 03-27-302-01A
630 Rand Road
Mt. Prospect, ILLINOIS

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GENERAL EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived or released.

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