

UNOFFICIAL COPY

0010632656

02/02/07 07 001 Page 1 of 4

LEASE TERMINATION AGREEMENT

2001-07-17 11:14:07

Cook County Recorder

51.00



0010632656

This Lease Termination Agreement ("Agreement") is made and entered into on the _____ day of April, 2001, by and between CARGILL, INCORPORATED, a Delaware Corporation ("Current Tenant"), and ELIZABETH M. FAIRCHILD, Trustee of the Elizabeth M. Fairchild Residuary Trust dated September 18, 1981 ("Current Landlord").

4
SND

WITNESSETH:

WHEREAS, Union Central Life Insurance Company ("Landlord") and International Salt Company ("Tenant") entered into a lease for property located in the City of Chicago, County of Cook, State of Illinois dated January 1, 1956 (the "Lease"), the Lease having been recorded as Document No. 16474128 at Book 53111, Page 259, of the Cook County, Illinois land records. The Lease subsequently was assigned by Tenant to Current Tenant. The land and improvements which constitute the leased premises were conveyed to Current Landlord by instruments recorded as Documents numbered 27390606 and 27415853 among the land records of Cook County, Illinois; and

WHEREAS, Current Landlord and Current Tenant desire to terminate the Lease, subject to the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

1. The parties hereby agree and confirm that, notwithstanding anything to the contrary contained in the Lease, the Lease shall terminate and be of no further force or effect as of April 30, 2001. Simultaneously with execution and delivery of this Agreement, Current Tenant has paid to Current Landlord the sum of Six Thousand Sixty-three and 75/100 Dollars (\$6,063.75), representing rent through April 30, 2001.

2. Real estate taxes through the first half of calendar year 2000 have been paid by Current Tenant (the last payment having been made February 21, 2001, in the amount of \$38,201.63). Taxes for the last half of calendar year 2000 in the amount of \$38,201.63 are not yet due and payable. Real estate taxes for the calendar year 2001 shall be pro rated as of April 30, 2001. Current Tenant shall direct the Escrow Agent named below to pay the second half of calendar year 2000 taxes and its share of the first half of 2001 taxes prorated as of April 30, 2001, within 10 business days from receipt of a copy of the tax bill addressed to Current Tenant via certified mail, return receipt requested, as follows:

Cargill, Incorporated
Salt Business Units
400 South Highway 169, Suite 600
St. Louis Park, MN 55426
Attn: Controller
Tel: (952) 984-8280
Fax: (952) 984-8716

7876919, 6554, 02

BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

TO-SEE XOE

UNOFFICIAL COPY

With a copy to:

Cargill, Incorporated
Law Department
P.O. Box 5624
Minneapolis, MN 55440-5624
ATTN: Carolyn Brue, Esquire
Tel: (952) 742-6397
Fax: (952) 742-6349
Email: Carolyn_Brue@cargill.com

To further assure Current Landlord of timely performance of its obligations hereunder, Current Tenant has deposited in escrow with Chicago Title Insurance Company, Minneapolis, Minnesota, in Escrow Account No. 100109811, the sum of Seventy Thousand Dollars (\$70,000.00) from which escrow account Current Tenant's liability for taxes as aforesaid shall be paid upon presentation by Current Landlord of the second half real estate tax bill for 2000, and a prorata share of the first half 2001 tax bill prorated as of April 30, 2001. Current Tenant's liability shall not be limited to the amount of the escrow. Current Tenant shall be entitled to interest on the escrowed amount and to any balance remaining after discharge of Current Tenant's obligations hereunder.

3. Special assessments, if any, for the current year, utilities, and all other costs of operating the leased premises shall be adjusted and pro rated as of the Termination Date.

4. Current Tenant warrants that there are no service contracts or other contractual obligations affecting the leased premises that extend beyond the Termination Date.

5. In the event Current Tenant shall not make any of the payments as agreed herein, Current Tenant shall be liable for all costs incurred by Current Landlord in enforcing this agreement, including penalties, interest, reasonable attorney's fees, witness fees, and court costs.

6. Current Landlord agrees and acknowledges that she has inspected the leased premises, and the current condition of the leased premises is satisfactory to Current Landlord. Other than Current Tenant's obligations set forth in Paragraphs 2, 3, and 4, above, both parties hereby release each other from any and all obligations and responsibilities under the Lease as of the Termination Date. Except as provided herein, after the Termination Date neither party shall have any further claim against the other with respect to the leased premises or the Lease.

7. The parties agree that this Agreement shall be filed among the land records of Cook County, Illinois, and further agree to execute such further documents as may be necessary for recording in the land records of Cook County, Illinois, to evidence termination of the Lease.

8. This agreement shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors, and assigns of the parties hereto.

10632656

UNOFFICIAL COPY

Property of Cook County Clerk's Office

5/14/2015

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Lease Termination Agreement as of the day and year first above written.

CARGILL, INCORPORATED

Executed April 25, 2001

By: *Michael G. Venker*
Its: Michael G. Venker
SR. Vice President

Executed April 21, 2001

Elizabeth M. Fairchild
Elizabeth M. Fairchild, Trustee of the Elizabeth M. Fairchild Trust dated September 18, 1981

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

SS:

The foregoing instrument was acknowledged before me this 25th day of April, 2001, by Michael G. Venker, the SR. Vice President of Cargill, Incorporated, a Delaware corporation, on behalf of the corporation.



(NOTARY SEAL)

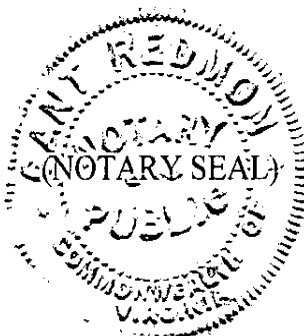
Marilyn W Paulson
Notary Public

My Commission expires: 1/31/05

COMMONWEALTH OF VIRGINIA)
CITY OF ALEXANDRIA)

SS:

The foregoing instrument was acknowledged before me this 25th day of April, 2001, by Elizabeth M. Fairchild, Trustee of the Elizabeth M. Fairchild Residuary Trust dated September 18, 1981.



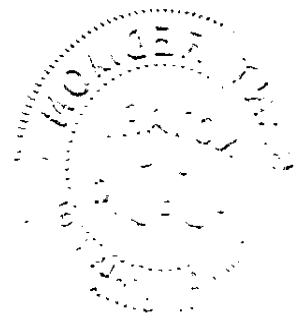
Paul Redmon
Notary Public
My Commission expires: 10/31/2002

10632656

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/13/2023



UNOFFICIAL COPY

STREET ADDRESS:

CITY:

TAX NUMBER: 17-05-409-006-0000

COUNTY: COOK

LEGAL DESCRIPTION:

LOTS 1 TO 10, BOTH INCLUSIVE, IN BLOCK 80 IN ELSTON'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING:

THAT PART OF SAID LOT 10 DESCRIBED AS THE SOUTHEASTERLY 20 FEET OF THE NORTHEASTERLY 100 FEET AS MEASURED RESPECTIVELY ALONG THE NORTHEASTERLY AND SOUTHEASTERLY LINES OF SAID LOT 10, ALSO EXCEPTING THAT PART OF SAID LOT 1 AND ACCRETIONS THERETO LYING NORTHWESTERLY OF A LINE DRAWN THROUGH A POINT IN THE SOUTHWESTERLY LINE OF NORTH BRANCH STREET, 28.78 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF HAINES STREET (MEASURED ALONG THE SOUTHWESTERLY LINE OF THE NORTH BRANCH STREET), AND THROUGH A POINT IN THE NORTHEASTERLY LINE OF DIX STREET (NOW KNOWN AS NORTH PEORIA STREET), 41 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF NORTH SANGAMON STREET (MEASURED ALONG THE NORTHEASTERLY LINE OF DIX STREET), ALSO EXCEPTING THAT PART OF LOT 1 LYING NORTHWESTERLY OF A LINE PARALLEL TO AND 11 FEET SOUTHEASTERLY OF, AND MEASURED AT RIGHT ANGLES TO, THE SOUTHEASTERLY LINE OF OGDEN AVENUE, AS EXTENDED AND LYING SOUTHWESTERLY OF A LINE AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID OGDEN AVENUE, AND INTERSECTING THE SOUTHEASTERLY LINE OF SAID OGDEN AVENUE AT A POINT 181.61 FEET SOUTHWESTERLY, MEASURED ALONG THE SOUTHEASTERLY LINE OF SAID OGDEN AVENUE FROM ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF NORTH BRANCH STREET, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

10632658

UNOFFICIAL COPY

Property of Cook County Clerk's Office