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0021411464

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2002-12-19 10:04:11
Cook County Recorder 32.00

This instrument prepared
by and after recording
return to:



0021411464

Mary Koberstein, Esq.
c/o Centrum Properties, Inc.
225 W. Hubbard St. 4th Floor
Chicago, Illinois 60610

8079396, 6575 D2

**TERMINATION OF
LEASE**

This Termination of Lease is made and entered into as of the 12th day of December, 2002 by and between Garfield-Halsted, L.L.C., an Illinois limited liability company ("Landlord") and Bond Drug Company of Illinois, an Illinois corporation ("Tenant").

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WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease of a certain premises located at the northeast corner of Halsted and Garfield, Chicago, Illinois, described in more detail in the Lease, ("Premises"), dated as of October 18, 1999 ("Lease") as evidenced by that certain Memorandum recorded October 26, 1999 in the office of the Recorded of Deeds of Cook County as Document No. 09004537; and

WHEREAS, Landlord and Tenant desire to terminate the Lease.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein, the sum of Ten and No/100 (\$10.00) Dollars in hand paid, and other good and valuation consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Termination of Lease. Effective as of the date hereof, the Lease and the entire leasehold interest created thereunder is terminated, is null and void and of no further force or effect and neither

NEC Halsted & Garfield
Chicago, IL
[#5125] - Lease Termination, December 10, 2002

BOX 333-CT

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Landlord nor Tenant shall have any liability or obligation to the other pursuant to the Lease. Except for any matter arising under this Termination of Lease, each of the parties hereto does hereby release, remise and forever discharge the other, its successors and assigns, and the officers, directors or partners of the other, as the case may be, of and from any and all claims, expenses, causes of action and any liability from any cause or thing whatsoever, arising out of or in connection with the Lease.

2. Successors and Assigns. This Termination of Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors, assigns, grantees and legal representatives.

3. Landlord covenants, represents and warrants that Landlord has legal title to the entire Leased Premises and has the right to make this Termination of Lease. Landlord covenants, represents and warrants that at the time of execution of this Termination of Lease, no part of the Leased Premises is subject to any mortgage, deed of trust, assignment or other encumbrance prohibiting this Agreement.

4. In the event of litigation between Landlord and Tenant in connection with this Termination of Lease, the reasonable attorneys' fees and court costs incurred by the party prevailing in such litigation shall be borne by the non-prevailing party.

5. If Landlord is comprised of more than one person or entity, the obligations imposed upon Landlord under this Termination of Lease shall be joint and several.

6. Landlord has been afforded a full and fair opportunity to seek advice from legal counsel and Landlord acknowledges that Tenant's attorney represents Tenant and not Landlord. The submission of this Termination of Lease to Landlord for examination and execution shall not bind Tenant in any manner, nor constitute an offer by Tenant, and no agreement or other obligation of Tenant shall arise until such time as this Termination of Lease is fully executed and delivered by Landlord and Tenant. All provisions of this Termination have been negotiated by both parties at arm's length and neither party shall be deemed the scrivener of this Termination of Lease. This Termination of Lease shall not be construed for or against either party by reason of authorship or alleged authorship of any provision.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument as of the day and year first above written.

TENANT:

BOND DRUG COMPANY OF ILLINOIS,
an Illinois corporation

DBP
mk

By: _____

Ahan M. Resnick

Its: _____

Vice President

LANDLORD:

GARFIELD-HALSTED, L.L.C.,
an Illinois limited liability company

By: _____

Its: One of its managers

Property of Cook County Clerk's Office

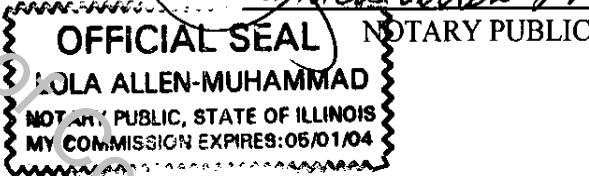
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State of Illinois)
) ss.
County of Lake)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Allan M. Resnick, personally known to me to be a Vice President of Bond Drug company of Illinois, 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 as such Vice President, [s]he signed and delivered the said instrument, pursuant to authority given by the said Bank, as his free and voluntary act, and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of December, 2002.

Commission expires 2002

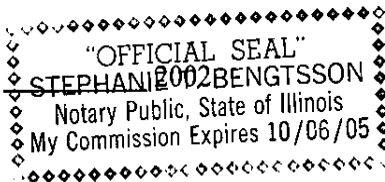


State of Illinois)
) ss.
County of Lake)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John McLinden,, personally known to me to be one of the Managers of Garfield-Halsted, L.L.C., an Illinois limited liability company 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 as such Manager, [s]he signed and delivered the said instrument, pursuant to authority given by the Board of Managers of said company, as his/her free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of December, 2002.

Commission expires



Stephani Bengtsson
NOTARY PUBLIC

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EXHIBIT A

Legal Description

LOT 6 THROUGH 16 IN BLOCK 7 OF H.B. BRYANT'S ADDITION TO CHICAGO IN THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PINs 20-09-328-022-0000
20-09-328-023-0000
20-09-328-024-0000
20-09-328-025-0000
20-09-328-036-0000
20-09-328-037-0000

Common Address:

Northeast Corner of Garfield and Halsted
Chicago, Illinois