

UNOFFICIAL COPY



0311345116  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 04/23/2003 03:02 PM Pg: 1 of 5

**MAIL TO:**

Thomas W. Murphy, Esq.  
Burke, Warren, MacKay & Serritella, P.C.  
330 North Wabash Avenue, 22nd Floor  
Chicago, Illinois 60611-3607

**NAME & ADDRESS OF PREPARER:**

Thomas W. Murphy, Esq.  
Burke, Warren, MacKay & Serritella, P.C.  
330 North Wabash Avenue, 22nd Floor  
Chicago, Illinois 60611-3607

**RELEASE OF AMENDED AND RESTATED MEMORANDUM OF LEASE**

**THIS RELEASE OF AMENDED AND RESTATED MEMORANDUM OF LEASE** (the "**Release**") is entered into as of this 10<sup>th</sup> day of April, 2003, by and between **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, successor in interest to Firststar Bank Illinois f/k/a/ First Colonial Trust Company f/k/a Colonial Bank and Trust Company, not individually but solely as Trustee under that certain Trust Agreement dated the 14<sup>th</sup> day of December, 1987, and known as Trust Number 1250 ("**Landlord**"), **U.S. BANK NATIONAL ASSOCIATION**, the successor in interest to **FIRST COLONIAL BANKSHARES CORPORATION** ("**USB**"), as follows:

**WHEREAS**, USB leases a number of properties (collectively the "**Bank Branches**") from Landlord pursuant to that certain Lease Agreement dated December 31, 1987, as amended by that certain First Amendment to Lease Agreement, dated as of December 19, 2002 (the "**First Amendment**") and as further amended by that certain Second Amendment to Lease Agreement, dated as of March 31, 2003 (the "**Second Amendment**") (the Lease Agreement, the First Amendment and the Second Amendment as collectively referred to herein as the "**Master Lease**"); and

**WHEREAS**, one of the Bank Branches is the real property, including all improvements thereon, commonly known as 5347 North Ashland, Chicago, Illinois, as legally described on **Exhibit "A"**, attached hereto and made a part hereof (the "**Released Branch**"); and

**WHEREAS**, pursuant to the terms of the Second Amendment, as of April 1, 2003, USB and Landlord agreed that the Released Branch would no longer be rented by Tenant and that the Released Branch would no longer subject to the terms, provisions and conditions of the Master Lease.

**WHEREAS**, Landlord and USB desire to release the Released Branch from that certain Amended and Restated Memorandum of Lease dated the 10<sup>th</sup> day of April, 2003.

# UNOFFICIAL COPY

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Landlord and USB DO HEREBY CERTIFY that certain Amended and Restated Memorandum of Lease dated the 10<sup>th</sup> day of April, 2003, made by the Landlord and USB and recorded as document No. 631134515 in the office of the Cook County Recorder's Office, in the State of Illinois encumbering the Released Branch is hereby released and forever discharged.

This Release may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Release to be executed on date set forth above.

**LANDLORD:**

**U.S. Bank, N.A. fka  
Firststar Bank Illinois F/K/A First Colonial  
Trust Company F/K/A Colonial Bank and  
Trust Company, as Trustee under Trust  
Agreement dated December 14, 1987, and  
known as Trust No. 1250**

By: Mary Figiel  
Print Name: Mary Figiel  
Its: Land Trust Officer

**USB:**

**U.S. Bank National Association**

By: [Signature]  
Print Name: Steven R. Frankel  
Its: Vice Pres

# UNOFFICIAL COPY

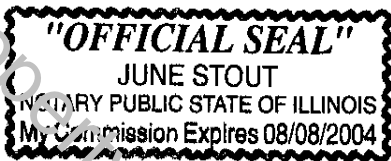
## GENERAL DOCUMENT EXONERATION RIDER

The foregoing instrument is executed by U.S. BANK, N.A., not personally but as Trustee under Trust No. 1250-C as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said instrument shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any promises, agreements or covenants or to honor any warranties or representations, either expressed or implied, including but not limited to warranties (including but not limited to warranties of title, physical condition, environmental condition, merchantability, and fitness for particular purpose), indemnifications (including but not limited to indemnifications for injury to persons or property, for environmental liability, and for liability or damages resulting from or relating to claims or matters of any nature whatsoever), and hold harmless representations in said instrument (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the instrument to which it is inserted or attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

# UNOFFICIAL COPY

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me on this 10 day of April, 2003, by Mary Figiel the Land Trust Officer of Firstar Bank Illinois F/K/A First Colonial Trust Company F/K/A Colonial Bank and Trust Company, as Trustee under Trust Agreement dated December 14, 1987, and known as Trust No. 1250, on behalf of such entity.



[Signature]  
NOTARY PUBLIC

STATE OF Ohio )  
 ) SS  
COUNTY OF Hamilton )

The foregoing instrument was acknowledged before me on this 2<sup>nd</sup> day of March, 2003, by STEVEN R. FANTL the Vice Pres. of U.S. Bank National Association, a national banking association, on behalf of such entity.

[Signature]  
NOTARY PUBLIC



CHRISTINA MARIA SPRECHER  
Attorney at Law  
Notary Public, State of Ohio  
My commission has no expiration date.  
Section 147.03

# UNOFFICIAL COPY

## EXHIBIT "A"

### LEGAL DESCRIPTION FOR RELEASD BRANCH

Lot 16 in Block 1 in Summerdale, a Resubdivision of Lots 31 to 40 in Louis E. Henry's Subdivision of the Southwest 1/4 of the Northwest 1/4 of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian and Subdivision of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 (except the West 25 feet thereof) of Section 7, Township 40 North, Range 14 East of the Third Principal Meridian (except that part of said Lot 16 lying West of a line 57 feet East of a park with the West line of said Section 8 as conveyed to City of Chicago for widening North Ashland Avenue), in Cook County, Illinois.

Permanent Index Number: 14-80-114-005

Property Address: 5347 North Ashland Avenue  
Chicago, Illinois