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For Recorder's Use Only

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 07/08/2003 10:13 AM Pg: 1 of 4

PREPARED BY/MAIL TO: LOUIS A. RASCIA GRIFFITH & JACOBSON, LLC 55 WEST MONROE, Ste 3550 CHICAGO, 1/2 60603

AGREEMENT TERMINATING LEASE dated June 12, 2003 between Jack Nianick and Equilon Enterprises LLC

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#### AGREEMENT TERMINATING LEASE

THIS IS AN AGREEMENT dated \( \simegree \) , 2003, between Jack Nianick of 640 Orchard Lanc in Glencoe, L 60022 "LESSOR", whether one or more), and EQUILON ENTERPRISES LLC, a Delaware Umited liability company with offices at 12700 Northborough, Stc. 100, Attn: Real Estate Administration, in Houston, TX 77067 ("EQUILON"):

RELATING to the Lease between LESSOR (or LESSOR's predecessor) and EQUILON (or EQUILON's predecessor) dated February 27, 1969, recorded by Memorandum of Lease as Document #20-828-547, in the Recorder's Office of Cook County, Illinois, and covering promises located at 2751 W. Division Ave. (Lots 21, 22, 23 & 24), in Chicago in that County ("Premises"), 23 cur plemented, amended and/or extended ("Lease").

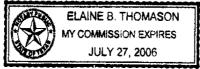
- L. THE LEASE is heret y terminated, effective as of July 1, 2003.
- 2. EACH OF LESSON and EQUILON releases the other, as of the effective date of this Agreement, from all claims which each now has against the other (whether or not known to either) arising directly or indirectly under, out of or in connection with the Lease; but EQUILON reserves its rights under the Leaze to remove its property from the Premises.
- 3. LESSOR (a) acknowledges that there are, or have been on the Premises, underground storage tanks and/or other equipment which may contain flammable, explosive and/or toxic liquids or vapors, and (b) agrees to indemnify EQUILON regainst any claims, suits, liabilities and expenses on account of personal injury or death or property damage arising out of or happening in connection with the presence of such tanks or other autipment, after the effective date of the Lease's termination.

EXECUTED as of the date first herein specified. WITNESSES to LESSOR's execution **LESSOR** S to EQUILON's execution: ENTERPRISES LLC

FROM : Rob Feldgreber

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ACKNOWLEDGMENT	Formatt
STATE OF ILLOUS	
COUNTY OF LAKE	
This instrument was acknowledged before me on the 12th day of Jne, 2003, by Shee(25) Tones, as the of	
SHEELAGH JONES NOTARY PUBLIC, STATE OF 11 ONY COMMISSION EXPENSES.	
ACKNO WL PDGMENT	
STATE OF TEXAS	
This instrument was acknowledged before me on the 23 to the contract that the contract	
This instrument was acknowledged before me on the 23 day of June 2003, by Charles T Badrich, as the Attorney - Fact of EQUILON FINTEPRISES LLC.	
Haire B/ Jermason 4	
Notary Public	8.
ELAINE B. THOMASON	0



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### Legal description:

LOTS 21 TO 24, BOTH INCLUSIVE IN BLOCK 2 IN WHETHERBEE AND GREGORY'S SUBDIVISION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 100 FEET OF SAID TRACT) IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clark's Office PIN: 16-01-400-001