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LEASE TERMINATION AGREEMENT



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Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 08/01/2003 11:06 AM Pg: 1 of 4

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This instrument was prepared by
and should be returned to:
David D. Letizia
Letizia & Letizia, Ltd
Two TransAm Plaza Drive, Suite 250
Oakbrook Terrace, Illinois 60181

BOX 333-CTI

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Chicago, IL**LEASE TERMINATION AGREEMENT**

March

This Lease Termination Agreement ("Agreement") is made as of ~~February~~ 17, 2003, by and between *LaSalle National Bank, as Trustee, under Trust Agreement dated November 10, 1967 and known as Trust No. 37300 ("Landlord") and KFC U.S. Properties, Inc., a Delaware corporation, successor to KFC National Management Company, a Delaware corporation ("Tenant").

A. On April 1, 1980, Landlord and Tenant (or their predecessors in interest) entered into a lease, as amended, (collectively the "Lease") for certain real property known and numbered 8301 South Stony Island Avenue, Chicago, Illinois (the "Property").

B. Landlord and Tenant now wish to terminate the Lease and release each other from their respective obligations thereunder and any other claims and liabilities in connection therewith.

NOW, THEREFORE, in consideration of these promises and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination of the Lease. Effective upon the consummation of the closing of the sale of the Property from Landlord to a third party (the "Closing"), the Lease shall terminate and be of no further force or effect as of the date on which Closing occurs (the "Termination Date"). If Closing has not occurred by July 31, 2003, then this Agreement shall expire and be of no further force or effect, and the Lease shall continue as if this Agreement had not been entered into. Landlord shall provide Tenant with prompt written notice of the occurrence of the Closing.

2. Consideration. At such time as Landlord has notified Tenant in writing of the occurrence of the Closing, Tenant shall pay to Landlord the sum of One Hundred Twenty Two Thousand Dollars (\$122,000) (the "Termination Payment") within fifteen (15) business days. The Termination Payment includes payment for all real property taxes due on the Property through and including the Termination Date. In the event the Tenant fails to pay the Termination Payment as hereinabove set forth then the Tenant agrees to reimburse Landlord for reasonable attorney's fees and costs incurred by Landlord in enforcing the terms of this Agreement. Tenant acknowledges that it has paid the property taxes for the first installment of 2002.

3. Rent Adjustment. Landlord shall refund to Tenant any overpayment of rent, security deposits or other amounts due under the Lease within thirty (30) days after the Termination Date.

4. Release. Each of the parties hereby releases the other party from any and all claims, demands, causes of action, judgments, losses, liabilities, costs or other expenses, whether or not now known, suspected or claimed, which either party ever had, now has, or may claim to have against the other arising out of, based on, relating to or resulting from the Lease. This release is a general release, and each of the parties acknowledges that either of them may hereafter discover facts different from or in addition to those each of them now knows or believes to be true with respect to the claims, demands, causes of action, obligations, damages and liabilities of any nature whatsoever that are the subject of this release, and each of the parties agrees to assume the risk of the possible discovery of additional or different facts, and agrees that this Agreement shall be and remain effective in all respects regardless of such

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additional or different facts. Landlord shall conclusively be deemed to have released Tenant from all responsibility relating to the Property and to have accepted the Property in its condition "AS IS". Notwithstanding the foregoing, the obligations of each party to indemnify the other shall survive termination of the Lease with respect to claims from third parties relating to personal injuries, damages or mechanics liens occurring prior to the Termination Date.

5. Representation of Landlord. Landlord hereby represents that it has given any notice or obtained any consent required under any mortgage or other encumbrance on the Premises with respect to the termination of this Lease.

6. Expenses. Each of the parties hereto shall bear the expenses incurred by that party incident to this Agreement and the transactions contemplated hereby, including without limitation all fees and disbursements of counsel and accountants retained by such party.

7. Miscellaneous. This Agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and may be amended, modified, supplemented or altered only by a writing duly executed by all of the parties hereto, and any prior agreements or understandings, whether oral or written, are entirely superseded hereby. This Agreement shall extend to shall inure to the benefit of and shall be binding upon all of the parties hereto and upon all of their respective successors, predecessors and assigns. Nothing contained in this Agreement is intended to confer upon any person, other than the parties hereto and their respective heirs, successors and permitted assigns, any rights, remedies or obligations under, or by reason of, this Agreement. This Agreement has been negotiated "at arms length" by Tenant and Landlord, each represented by counsel of its choice and each having an equal opportunity to participate in the drafting of the provisions hereof. Accordingly, in construing the provisions of this Agreement neither party shall be presumed or deemed to be the "drafter" or "preparer" of the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LANDLORD:

*LaSalle National Bank, as Trustee, under Trust Agreement dated November 10, 1967 and known as Trust No. 37300 and not personally

By: [Signature]

Its: Trust Officer

Dated: 3-17-03

TENANT:

KFC U.S. Properties, Inc., a Delaware corporation

By: [Signature]

Its: R. BRYCE SHIRLEY Attorney in Fact

Dated: 3/10/03

This instrument is executed by LaSalle Bank National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSalle Bank National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSalle Bank National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument. Signed and sworn to before me this 17th day of March, 2003.

REVIEWED BY: C-C

2/24/03

Signed and sworn to before me this 10th day of March, 2003.

[Signature]

[Signature]



*LaSalle Bank National Association formerly known as

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LEGAL DESCRIPTION

Lots 16 through 22 in Block 1 in Southlawn Highland, being M.C. Meyer's Subdivision of the North West 1/4 of the Southwest 1/4 of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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