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8090 - Dempster & Harlem Avenue
NILES, ILLINOIS (1)

TERMINATION OF LEASE

AGREEMENT dated as of the 13th day of January, 1998 by and between Susan Sandelman, not individually, but as Trustee of The Aleff Trust, a New York Trust having an address c/o Kin Properties, Inc., 77 Tarrytown Road, Suite 100, White Plains, New York 10607 (hereinafter referred to as "Lessor") and Marathon Ashland Petroleum LLC, a Delaware limited liability company, having offices at 539 South Main Street, Findlay, Ohio 45840 (hereinafter referred to as "Lessee").

W I T N E S S E T H :

WHEREAS, Roger M. Stephens, as Lessor and The Ohio Oil Company, an Ohio corporation, as Lessee entered into a Lease Agreement dated as of December 5, 1961 and recorded in Vol. , Page , as amended by Addendum dated September 16, 1993 (as amended, hereinafter referred to as the "Lease Agreement"); and

WHEREAS, said Lease Agreement pertains to the property described on Schedule A attached hereto and made part hereof (hereinafter referred to as the "Demised Premises"); and

WHEREAS, by mesne conveyances the ownership of the Demised Premises and the Lessor's interest under the Lease Agreement now are held by the Lessor named herein; and

WHEREAS, the Lessee herein is the successor in interest to The Ohio Oil Company, the lessee named in the Lease Agreement; and

WHEREAS, Lessor and Lessee now desire to cancel, terminate and release said Lease Agreement.

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by each party to the other, the receipt and sufficiency of which hereby are acknowledged, the Lessor and Lessee hereby agree as follows:

1. The above recitals constitute a material part of this agreement and hereby are incorporated herein by this reference as if more fully set forth at length herein.
2. Lessor and Lessee hereby do agree that notwithstanding the exercise by Lessee of renewal options under said Lease Agreement, the said Lease Agreement shall be and hereby is cancelled and terminated as of the 13th day of January, 1998, and except as expressly set forth in paragraph 3 below, from and after such date of cancellation and termination each party shall be released and discharge of all further obligations thereunder but such cancellation and termination shall not release or discharge either party from any obligations that have accrued under said Lease Agreement prior to such cancellation and termination.
3. It is acknowledged by Lessee that Lessor is conveying fee title to the Demised Premises in conjunction with this termination of lease and that as a condition of such conveyance Lessee will indemnify Lessor and hold Lessor harmless with respect to any and all liability of any kind or nature which may arise at any time with respect to any and all violations of any past, present and future health, safety, zoning and building laws, statutes, ordinances, regulations and restrictions of any municipal, state, federal or other governmental authority having jurisdiction arising out of any municipal, state, federal or other governmental authority having jurisdiction arising out

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WE HEREBY CERTIFY THIS IS
A TRUE AND ACCURATE COPY
OF THE ORIGINAL INSTRUMENT.

Ramiro Sueti
LAWYERS TITLE INSURANCE CORP



Doc#: 0412518025
Eugene "Gene" Moore Fee: \$54.50
Cook County Recorder of Deeds
Date: 05/04/2004 10:46 AM Pg: 1 of 1

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of or in connection with Lessee's lease or use of the Demised Premises. Lessee agrees to assume all of the responsibilities imposed by all such laws, statutes, ordinances, regulations and restrictions with respect to said Demised Premises and to hold Lessor harmless in connection therewith. The obligation of the Lessee to hold Lessor harmless for petroleum hydrocarbon contamination pursuant to paragraph 10 of the Lease Agreement as amended shall survive the termination of the Lease Agreement.

4. This Agreement shall be binding upon and shall inure to the benefit of the Lessor and Lessee and their respective heirs, executors, administrators, successors, successor trustees and assigns.

IN WITNESS WHEREOF, the respective parties hereto have caused this instrument to be signed and their seals affixed hereto to be effective on the day and year first above written.

Signed and acknowledged
in the presence of:

Michelle Guiter
Michelle Guiter

Susan Sandelman
Susan Sandelman as Trustee of
the Aleff Trust

Rose Drago-Blud

Marathon Ashland Petroleum LLC

Sandra Schoonover
Sandra Schoonover

By: [Signature]

Name: E. S. Markel
Title: Manager, Brand Marketing



Mary M. Richardson
Mary M. Richardson

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

STATE OF NEW YORK)
) SS.:
COUNTY OF WESTCHESTER)

The foregoing instrument was acknowledged before me this 12th day of January, 1998 by Susan Sandelman, not individually, but as Trustee of the Aleff Trust.

In witness whereof, I have hereunto subscribed my name, and affixed my official seal.

Laufel A. Gibaldi
Notary Public

My Commission Expires:

LAUFEL A. GIBALDI
Notary Public, State of New York
No. 624801038
Qualified in Bronx County
Commission Expires May 28, 1998

STATE OF OHIO)
) SS.:
COUNTY OF HANCOCK)

The foregoing instrument was acknowledged before me this 9th day of January, 1998 by E. S. Markel, the Mgr., Brand Marketing of Marathon Ashland Petroleum LLC, a Delaware limited liability company, on behalf of the limited liability company.

Cynthia L. Snyder
Notary Public

My Commission Expires:

CYNTHIA L. SNYDER
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES OCT. 30, 2001

Clerk's Office

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SCHEDULE A

COUNTY: COOK
STATE: ILLINOIS

Lots fourteen (14), fifteen (15), sixteen (16), seventeen (17) and eighteen (18) in Dempster Park, a subdivision of Lot four (4) in Dilg's subdivision in the northwest quarter (NW-1/4) of Section nineteen (19), Township forty-one (41) North, Range thirteen (13), East of the Third Principal Meridian, according to the plat recorded July 1, 1926 as Document No. 9326564 in Cook County, Illinois; Subject to: (1) General real estate taxes; (2) Covenants and restrictions contained in Document Nos. 11940428 and 11959652; hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. Grantee covenants and agrees as a part of the consideration hereof that the premises herein conveyed shall not be used for the purposes of a motel nor for the purposes of the sale or distribution of intoxicating liquors or malt beverages. This restriction shall be a covenant running with the land and shall be binding upon all parties and all persons claiming under them and shall continue in full force and effect unless modified or terminated by resolution duly adopted by the Trustees of the Village of Niles, Illinois.

Property of Cook County Clerk's Office