

**UNOFFICIAL COPY**



Doc#: 0710248033 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 04/12/2007 12:03 PM Pg: 1 of 4

**COVER PAGE TO RECORD**

**TERMINATION OF TENANTS IN COMMON  
AGREEMENT**

Prepared by:  
Steven R. Davidson  
Sonnenschein Nath & Rosenthal LLP  
7800 Sears Tower  
Chicago, IL 60606

**File Number**

**06LT2923**

Return to:  
Law Title National Division  
2000 W. Galena Blvd., Suite 200  
Aurora, IL 60506

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## TERMINATION OF TENANTS IN COMMON AGREEMENT

This Termination of Tenants in Common Agreement (this "Termination Agreement") is made and entered into this 27 day of <sup>March</sup>~~February~~, 2007, by GLENCOE CMX OWNER, LLC, a Delaware limited liability company ("Owner").

### RECITALS

A. Owner is the sole party to a certain Tenants In Common Agreement dated as of July 7, 2006 (the "TIC Agreement"), by which Owner established a tenancy-in-common regime to govern the ownership of that certain property described in Exhibit A attached hereto, commonly known as 2000 Frontage Road, Glencoe, County of Cook, Illinois (the "Premises"). Owner is the sole "Tenant In Common" under the TIC Agreement.

B. Owner made and entered into that certain Declaration of Tenants In Common Agreement dated as of July 7, 2006, and recorded on August 3, 2006 as Document No. 0621548062 which memorialized the TIC Agreement (the "Declaration").

C. Owner desires to terminate the TIC Agreement and the Declaration.

NOW, THEREFORE, in consideration of the benefits to be derived herefrom, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, it is hereby agreed as follows:

### TERMS

1. Termination of TIC Agreement and Declaration. The TIC Agreement and the Declaration are terminated as of the date first set forth above (the "Termination Date").

2. Miscellaneous.

(a) Amendment. This Termination Agreement may only be amended by a written instrument that has been duly executed by the signatures of the parties hereto.

(b) Successors and Assigns. This Termination Agreement will inure to the benefit of and bind the permitted successors, assigns, heirs, and personal representatives of the parties.

(c) Applicable Law. This Termination Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois without reference to its conflict of law principles.

(d) Captions. Captions and section headings are used herein for convenience only. They are not part of this Termination Agreement and shall not be used in construing it.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

# UNOFFICIAL COPY

IN WITNESS WHEREOF, this Termination Agreement is executed as of the date first set forth above.

Owner:

GLENCOE CMX OWNER, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

*Wayne R. Hannah, III*  
Wayne R. Hannah, III, President

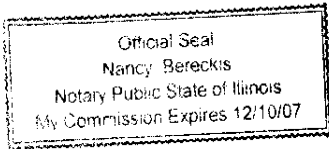
STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF COOK     )

This instrument was acknowledged before me this 22 day of January, 2007, by Wayne R. Hannah III, as President of Glencoe CMX Owner, LLC, a Delaware limited liability company.

My Commission expires:

Witness my hand and official seal.

*Nancy Bereckis*  
\_\_\_\_\_  
Notary Public



# UNOFFICIAL COPY

## EXHIBIT A

### PROPERTY DESCRIPTION

CAR-016  
CarMax Glencoe  
2000 Frontage Road  
Glencoe, Illinois

PARCEL 1: LOT 1 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "RESUBDIVISION OF LOT 2 OF VILLAGE FRONTAGE SUBDIVISION", A RESUBDIVISION IN THE SOUTH HALF OF THE NORTH HALF OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED AS DOCUMENT NUMBER 0011209603.

U-B-112 - 044-0000