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Doc#: 0823433084 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/21/2008 09:39 AM Pg: 1 of 8

Termination of Lease

Dated: August 7, 2008

Property of Cook County Clerk's Office

Box 400-CTCC

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TERMINATION OF LEASE

THIS TERMINATION OF LEASE (the "Termination") made as of the 7th day of August, 2008, by and between FOUNDERS BANK, not individually, but A/T/U/T/A dated April 3, 2000 and known as Trust No. 5674, and DENNIS M. HEYWOOD collectively, as "Lessor," and SAINT XAVIER UNIVERSITY, as "Lessee".

WITNESSETH:

WHEREAS, by Master Lease dated August 30, 2002 (the "Lease"), Lessor leased to Lessee a portion of the property (the "Leased Premises") commonly known as 10339-10345 South Pulaski Avenue, Chicago, Illinois, (Permanent Index Nos. 24-14-100-043-0000; and 24-14-100-044-0000, (hereinafter, the "Property")), which Property is more particularly described in Exhibit A attached hereto; and

WHEREAS, Lessor and Lessee mutually desire to terminate and surrender all of their respective obligations under the Lease, and to settle their rights and duties with respect to the Lease, commencing on the date set forth above, upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Termination of Lease. Lessor and Lessee hereby terminate and surrender, effective as of 11:59 a.m., Central Time, on the date set forth above (the "Effective Date"), all of their respective obligations, liabilities, rights, title and interest in, to and under the Lease, upon all of the terms and conditions herein set forth. It is mutually understood and agreed between Lessor and Lessee that the Lease is hereby rescinded, terminated, cancelled and of no further force and effect as of the date hereof, except as otherwise provided in this Termination.

2. Mutual Release of Obligations. As of the Effective Date, Lessor and Lessee hereby mutually release one another from all of their respective claims, terms, covenants, conditions and obligations arising or to be performed under the Lease, except that Lessor and Lessee do not release one another from any of the following obligations, which shall survive cancellation of the Lease hereunder: (i) the respective obligations of each of Lessor and Lessee, if any, relating to matters arising prior to the Effective Date; and (ii) the respective obligations of Lessor and Lessee under this Termination.

3. Utilities; Prorations. It is expressly understood that Lessee shall pay and will be responsible for timely payment of utility charges under the Lease relating to the Leased Premises which accrue prior to the Effective Date. At the request of either party, Lessor and Lessee shall promptly re-prorate, based upon the parties' respective obligations hereunder, measured as of the Effective Date, (a) any pre-paid Base Rent; (b) utility charges under the Lease.

4. Counterparts. This Termination may be executed in several counterparts, and all so executed shall constitute one Termination, binding on each of the parties hereto,

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notwithstanding that each of the parties are not signatories to the original of the same counterpart. A facsimile copy containing facsimile copies or photocopies of signatures of any party shall be binding.

5. Successors and Assigns. This Termination shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Conflicts. In the event of a conflict or inconsistency between the provisions of this Termination and the provisions of the Lease, the provisions of this Termination shall govern and control.

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IN WITNESS WHEREOF, Lessor and Lessee have executed this agreement the day and year first written above.

LESSOR:

FOUNDERS BANK, not individually,
but as Trustee under Trust Agreement dated
April 3, 2000 and known as Trust No. 5674

By: [Signature]
Title: ASSISTANT TRUST OFFICER



-and-

DENNIS M. HEYWOOD, as sole owner of the
beneficial interest in and holder of the power of
direction under Trust No. 5674

LESSEE:

SAINT XAVIER UNIVERSITY,
an Illinois not-for-profit corporation

By: _____
Name: _____
Its: _____
Dated: _____

ATTEST:

Secretary

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustees are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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IN WITNESS WHEREOF, Lessor and Lessee have executed this agreement the day and year first written above.

LESSOR:

FOUNDERS BANK, not individually,
but as Trustee under Trust Agreement dated
April 3, 2000 and known as Trust No. 5674

By: _____
Title: _____

Dennis M. Heywood
DENNIS M. HEYWOOD as sole owner of the
beneficial interest in and holder of the power of
direction under Trust No. 5674.
Dennis M. Heywood

LESSEE:

SAINT XAVIER UNIVERSITY,
an Illinois not-for-profit corporation

By: *Susan L. Pires*
Name: *Susan L. Pires*
Its: *Vice President for Business & Finance*
Dated: *8/6/08*

ATTEST:

Francis S. Peblee
Secretary

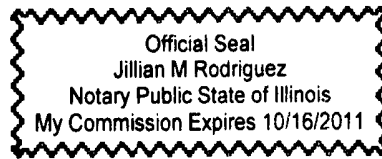
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 6TH day of August, 2008, the above named
CHERYL DALTON, ASSISTANT TRUST OFFICER OF FOUNDERS BANK

to me known to be the person _____ who executed the foregoing instrument and
acknowledge the same.

Jillian M Rodriguez



Notary Public, ILLINOIS County, COOK
My commission is permanent. (If not, state expiration date:
10/16/11)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this _____ day of August, 2008, the above named

to me known to be the person _____ who executed the foregoing instrument and
acknowledge the same.

* _____

Notary Public, _____ County, _____
My commission is permanent. (If not, state expiration date:
_____)

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 7th day of August, 2008, the above named
Susan Pinos, the Vice President for Business and
Finance of Saint Xavier University

to me known to be the person _____ who executed the foregoing instrument and
acknowledge the same.

* Susan DeMatteo

Notary Public, _____
My commission is permanent. (If not, state expiration date: _____)
OFFICIAL SEAL
SUSAN DEMATTEO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-12-2010

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this _____ day of August, 2008, the above named

to me known to be the person _____ who executed the foregoing instrument and
acknowledge the same.

* _____

Notary Public, _____ County, _____
My commission is permanent. (If not, state expiration date:
, _____

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EXHIBIT A

Legal Description of the Land

THE NORTH 96 FEET OF THE WEST $\frac{1}{2}$ OF LOT 117 IN J.S. HOVLAND'S RESUBDIVISION OF J.S. HOVLAND'S 103RD STREET SUBDIVISION OF THE WEST $\frac{1}{2}$ AND THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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