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1999-11-05 10:22:09  
Cook County Recorder 43.00

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT made this 28th day of October, 1999 by and between **Pork Chop Limited Partnership**, an Illinois limited partnership ("Lessor"), and **Bulkmatic Transport Company**, an Illinois corporation ("Lessee").

WITNESSETH:

WHEREAS, Lessee has heretofore entered into that certain Lease dated August 14, 1995 (the "Lease"), by and between Lessor, as lessor, and Lessee, as lessee, for certain premises (the "Premises") known as 7720 W. 60th Place, Summit, Illinois; and

WHEREAS, Lessor and Lessee now desire to terminate the Lease subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Lease Termination. With respect to that portion of the Premises legally described in Exhibit A attached hereto and made a part hereof, Lessor and Lessee shall release each other from all matters whatsoever related to the Lease, and the Lease shall be terminated and of no further force and effect from and after the closing date of the sale of the Premises to The Red Brick Trust under Trust Agreement dated October 1, 1999 (the "Termination Date"), except that in no event shall Lessee be released or relieved of any liability accruing under the Lease prior to the Termination Date or of any default under the Lease that occurred prior to the Termination Date.

2. Binding Nature. The terms, covenants and conditions of this Lease Termination Agreement shall inure to the benefit of and be binding upon Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Termination Agreement on the day and year first above written.

LESSOR:

LESSEE:

Pork Chop Limited Partnership

Bulkmatic Transport Company

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

Bulkmatic Transport Company  
Its General Partner

By: Shawn S. Magee, atty  
Shawn S. Magee, its attorney in fact

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Shawn S. Magee, its attorney in fact

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## EXHIBIT A

### Legal Description

#### PARCEL 1:

LOT 8 IN THE RESUBDIVISION OF LOTS 1 AND 2 IN ELGIN MOTOR CORPORATION SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 8, 215 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTHEASTERLY 91 DEGREES 36 MINUTES, AS MEASURED FROM THE WEST LINE TO THE NORTHEAST, 234.6 FEET, TO A POINT ON THE WESTERLY LINE OF LOT 10 IN JALOVEC'S SUBDIVISION OF LOT 1 AND PART OF THE LOT 8 IN THE AFOREMENTIONED RESUBDIVISION OF LOTS 1 AND 2 IN ELGIN MOTOR CORPORATION SUBDIVISION, SAID POINT BEING 26 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 10 IN JALOVEC'S SUBDIVISION, 129.09 FEET TO THE NORTH LINE OF AFORESAID LOT 3, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

Lot 2 of  
PORK CHOP L.P. SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS