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Doc#: 0920505069 Fee: \$68.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/24/2009 10:45 AM Pg: 1 of 17

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LEASE TERMINATION AGREEMENT

BY AND BETWEEN

CHICAGO TITLE LAND TRUST COMPANY TRUST NOS.

8002349914 AND 8002349915, LANDLORD

AND

RBS CITIZENS, N.A., TENANT

DATED APRIL 17, 2009

Property of Cook County Clerk's Office

PREPARED BY:  
TIMOTHY C. LAPP  
16231 WAUSAU AVE  
SOUTH HOLLAND, IL 60473

MAIL TO:  
TIMOTHY C. LAPP  
16231 WAUSAU AVE  
SOUTH HOLLAND, IL 60473

BOX 334 CT

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## LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this "Agreement") is made this 17th day of April, 2009 between **CHICAGO TITLE LAND TRUST COMPANY TRUST NO. 8002349914 and NO. 8002349915** (as assigned from First States Investors 4419, LLC, as original landlord, to First States Investors TRS, L.P. on March 25, 2009 and further assigned from First States Investors TRS, L.P. to Chicago Title Land Trust Company Trust No. 8002349914 and 8002349915 on April 24, 2008) ("**Landlord**"), and **RBS Citizens N.A.**, a national banking association, of 480 Jefferson Boulevard, Warwick, Rhode Island 02886, (successor by merger to Charter One Bank, N.A) ("**Tenant**"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease (as defined below).

### WITNESSETH

WHEREAS, Landlord and Tenant are parties to a Lease dated June 7, 2005, as amended by the Amendment to Lease dated as of January 9, 2009 and the Second Amendment to Lease dated as of February 26, 2009, (the "**Lease**") covering certain real property located at 2320 Thornton Road, Lansing, Illinois, as identified in the Lease (the "**Leased Premises**"); and

WHEREAS, the Term of the Lease expires on June 30, 2012; and

WHEREAS, Landlord and Tenant desire to terminate this Lease prior to the expiration of the Lease and the parties have agreed to an early termination of the Lease pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, for and in consideration of the Termination Payment (as hereinafter defined) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Acknowledged Facts. The parties acknowledge the following facts:
  - a. Landlord and Tenant agree and acknowledge that the Lease is in full force and effect;
  - b. Landlord is presently the landlord under the Lease; and
  - c. Tenant is presently the tenant under the Lease.

2. Termination and Surrender. The parties hereby agree that as of May 5, 2009 (the "**Termination Date**"), the Lease shall terminate automatically, without further notice or other action by either party, and all obligations of the parties thereunder (except for those which expressly survive termination of the Lease) shall cease as if the Termination Date were the expiration of the Term. On or before the May 5, 2009, Tenant agrees to cease all business operations at the Leased Premises and vacate, surrender and deliver the Leased Premises to Landlord in the condition required under the Lease. Landlord agrees to accept the surrender and delivery of the Leased Premises by Tenant in the condition required under Paragraph 20 of the Lease (broom clean in good order, repair and condition excepting only reasonable use and wear and damage by fire or other casualty). Landlord acknowledges that Tenant will remove the items

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listed on Exhibit A attached hereto and incorporated herein. Notwithstanding the foregoing, the parties agree to execute and record a Notice of Termination of Lease, in a form substantially similar to Exhibit B attached hereto and incorporated herein. Moreover, Landlord agrees to execute a letter of direction, in a form substantially similar to Exhibit C attached hereto and incorporated herein, to obtain the appropriate consent and authority from the Chicago Title Land Trust Company for the execution of this Agreement.

3. Termination Payment. Landlord acknowledges that Tenant has paid all Yearly Fixed Rent, Additional Rent and any and all other charges due and payable under the Lease through April 30, 2009. Notwithstanding the foregoing, Landlord acknowledges that Tenant will remain in the space until May 5, 2009 and Tenant is not responsible for any Yearly Fixed Rent, Additional Rent and any and all other charges due and payable under the Lease after April 30, 2009. Within ten (10) days of the execution of this Agreement by Landlord and Tenant, Landlord and Tenant expressly agree and acknowledge that Tenant shall pay to Landlord the sum of \$145,000.00 to terminate the Lease (the "**Termination Payment**"). Payment to be made to Ralph Edgar Trust 107 per wiring instructions provided by Landlord. Landlord agrees and acknowledges that once the Termination Payment is delivered to Landlord, that Tenant shall owe no further rent, additional rent, costs, expenses, liabilities and charges due and payable under the Lease.

4. Termination of Lease and Release of Tenant. As of the Termination Date, the Lease, including all amendments, shall be null and void and terminate and be of no further force and effect. The termination of the Lease pursuant to the terms of this Agreement shall operate as a full, complete and final termination of any and all claims, damages, debts, obligations, liabilities, expenses and duties of Tenant under the Lease. Tenant shall be forever discharged and released from any and all claims, damages, debts, obligations, liabilities and duties arising under or in connection with the Lease, including but not limited to all rent, additional rent or other charges due under the Lease.

5. Release. Tenant for itself, legal successors and assigns, its agents, servants and employees, and each of them, does hereby release and forever discharge the Landlord, and all of its respective affiliates, legal predecessors, successors and assigns, shareholders, partners, agents, trustees, beneficiaries, servants and employees (all of the foregoing, collectively the "**Landlord Parties**"), of and from any and all claims, demands, damages, debts, liabilities, actions, and causes of action of every kind and nature whatsoever, whether now known or unknown, which Tenant ever had, now has or hereafter may have against the Landlord Parties or any of them, arising out of or in any way connected with or relating to the Lease and/or the Leased Premises. Except as otherwise provided in this Agreement, as of the Termination Date, Landlord remises, releases and forever discharges Tenant, its parent, affiliates, respective heirs, executors, administrators, legal representatives, shareholders, partners, agents, trustees, beneficiaries, servants, employees, successors and assigns of and from any and all claims, demands, damages, debts, liabilities, actions and causes of action of every kind and nature whatsoever that Landlord ever had, now has or hereafter may have against the Tenant, arising out of or connected in any way with the Lease or arising out of or in any way connected with the use and occupancy of the Leased Premises by Tenant.

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6. Representations and Warranties of Landlord. In addition to any other representations and warranties of Landlord contained in this Agreement, Landlord makes the following representations and warranties, each of which shall survive the termination of the Lease:

- a. Landlord has not assigned any of its rights under the Lease.
- b. Landlord holds no security deposit under the Lease.
- c. Landlord has the necessary power and authority to execute, deliver and carry out the terms of this Agreement and has taken all action necessary to authorize its execution, delivery and the performance of this Agreement.
- d. This Agreement constitutes the legal, valid and binding obligation of Landlord enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the rights of creditors generally and subject to general principals of equity (whether enforcement is sought at law or in equity).

7. Representations and Warranties of Tenant. In addition to any other representations and warranties of Tenant contained in this Agreement, Tenant makes the following representations and warranties, each of which shall survive the termination of the Lease:

- a. Tenant has not assigned any of its rights under the Lease and there is no sublease of any portion of the Leased Premises that has not been terminated on or before the Termination Date.
- b. Tenant has paid no security deposit to Landlord under the Lease.
- c. Tenant has the necessary power and authority to execute, deliver and carry out the terms of this Agreement and has taken all action necessary to authorize its execution, delivery and the performance of this Agreement.
- d. This Agreement constitutes the legal, valid and binding obligation of Tenant enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the rights of creditors generally and subject to general principals of equity (whether enforcement is sought at law or in equity).

8. Default and Remedies. If either party fails to cure a default under this Agreement within ten (10) days after written notice of that default is given to that party, the non-breaching party may enforce this Agreement by seeking damages, specific performance, or any other right or remedy available in law or in equity. Notwithstanding the foregoing, in no event shall Landlord or Tenant be liable for any special, indirect, punitive or consequential damages in connection with this Agreement.

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9. **Broker.** With respect to this Agreement, each of Landlord and Tenant warrants that it has dealt with no other broker in connection with the negotiation and execution of such Agreement, other than Tenant's separate agreement with Grubb & Ellis New York, Inc. ("Broker") defining the terms of the Broker commissions to be paid by Tenant to Broker. Tenant and Landlord shall each indemnify the other against all costs, expenses, reasonable attorneys' fees and other liability for commissions and other compensation claimed in connection with this Agreement by any other broker or agent claiming the same by, through or under the indemnifying party.
10. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State in which the Leased Premises is located applicable to agreements made and to be performed within such state without regard to principles of conflicts of law.
11. **Severability.** The illegality, invalidity or unenforceability of any provision of this Agreement under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction, nor the legality, validity or enforceability of any other provision.
12. **Entire Agreement and Amendment.** This Agreement contains all of the terms between the parties with respect to termination of the Lease and may be amended only in writing executed by both parties.
13. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be an original but such counterparts together shall constitute one and the same instrument notwithstanding that both Landlord and Tenant are not signatories to the same counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or electronic mail shall be equally as effective as delivery of any original executed counterpart. Any party delivering an executed counterpart of this Agreement by telefacsimile or electronic mail shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) document.
14. **Time of the Essence.** Time is of the essence with respect to any deadline in this Agreement. If any deadline falls on a Saturday, Sunday or holiday on which banks are generally closed, performance will be timely if performed no later than the next business day.

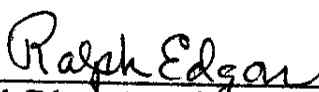
[The remainder of this page is intentionally left blank. Signature Pages follow]

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IN WITNESS WHEREOF, the undersigned have executed this Lease Termination Agreement under seal as of the day and year first written above.

LANDLORD:

**CHICAGO TITLE LAND TRUST COMPANY**  
**TRUSTS NO. 8002349914 and NO. 8002349915**  
Ralph Edgar, beneficiary

  
\_\_\_\_\_  
Ralph Edgar - Beneficiary

TENANT:

**RBS Citizens N.A., a national banking association**

  
\_\_\_\_\_  
James A. Brill  
Vice President, Group Property

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IN WITNESS WHEREOF, the undersigned have executed this Lease Termination Agreement under seal as of the day and year first written above.

LANDLORD:

**CHICAGO TITLE LAND TRUST COMPANY  
TRUSTS NO. 8002349914 and NO. 8002349915**  
Ralph Edgar, beneficiary

Ralph Edgar  
Ralph Edgar - Beneficiary

**SEE ATTACHED EXCULPATORY  
CLAUSE FOR SIGNATURE**

TENANT:

**RBS Citizens N.A., a national banking association**

\_\_\_\_\_  
James A. Brill  
Vice President, Group Property

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**EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST 8002349914 & 8002349915 ATTACHED TO AND MADE A PART OF THE LEASE TERMINATION AGREEMENT DATED APRIL 17, 2009 , TO RBS CITIZENS N.A.**

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: April 20, 2009

CHICAGO TITLE LAND TRUST COMPANY, as Trustee  
Under Trust No. 8002349914 & 8002349915

By:

  
Assistant Vice President



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## Exhibit A

Tenant will remove the following items from the Premises:

- One (1) Small Bookshelf in the Vault Room;
- Two (2) Long Tables from the Break Room and the Lobby;
- Two (2) Task Chairs;
- Eight (8) Guest Chairs;
- One (1) Set of Teller Lockers;
- One (1) Television; and
- Three (3) Pictures.

**UNOFFICIAL COPY****Exhibit B****NOTICE OF TERMINATION OF LEASE**

Notice is hereby given of the termination of that certain Lease dated June 7, 2005 by and between **CHICAGO TITLE LAND TRUST COMPANY TRUST NO. 8002349914 and NO. 8002349915** (assignee from original landlord First States Investors 4419, LLC) ("**Landlord**"), and **RBS Citizens N.A.**, a national banking association, of 480 Jefferson Boulevard, Warwick, Rhode Island 02886, (successor by merger to Charter One Bank, N.A) ("**Tenant**") (the "**Lease**"). The Lease is further affected by that certain Amendment to Lease dated as of January 9, 2009 and the Second Amendment to Lease dated as of February 26, 2009. The Notice of Lease was recorded as Document Number 0517826102 at the Cook County Recorder of Deeds on June 7, 2005.

**Description of Premises:****PARCEL 1:**

THAT PART OF LOT 8 IN VOESTE'S SUBDIVISION OF PART OF THE EAST 32 1/3 ACRES OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24, 1981 AS DOCUMENT 1408251 IN BOOK 46 OF PLATS PAGE 18 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8 THENCE RUNNING WEST 32 RODS THENCE SOUTH 82 FEET THENCE EAST 32 RODS THENCE NORTH 82 FEET TO THE PLACE OF BEGINNING (EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8 (WHICH IS A POINT ON THE WEST LINE OF 33 FOOT TORRENCE AVENUE RIGHT OF WAY); THENCE RUNNING WEST 148.78 FEET TO A 16 FOOT ALLEY PROJECTED NORTH FROM THORNTON ROAD, THE EAST LINE OF SAID ALLEY BEING PARALLEL TO AND 148.78 FEET WEST OF THE WEST RIGHT OF WAY LINE OF TORRENCE AVENUE; THENCE SOUTH 82 FEET; THENCE EAST 148.78 FEET TO THE WEST RIGHT OF WAY LINE OF TORRENCE AVENUE, THENCE NORTH 82 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

**ALSO KNOWN AS**

LOT 1 (EXCEPT THE EAST 148.78 FEET THEREOF) AND (EXCEPT THAT 16 FOOT STRIP OF LAND CONVEYED TO THE VILLAGE OF LANSING BY DEED DATED JULY 13, 1979 AND RECORDED AS DOCUMENT 26772752) IN THE SUBDIVISION OF LOT 8 IN THE SUBDIVISION OF PART OF THE EAST 32 1/3 ACRES OF THE NORTHEAST 1/4 OF SECTION 36 TOWNSHIP 36 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

**PARCEL 2:**

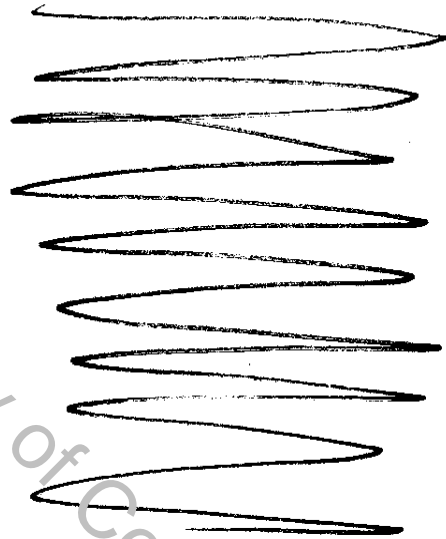
THOSE PARTS OF LOTS 2,3,4, AND 5 IN THE SUBDIVISION OF LOT 8 IN THE SUBDIVISION OF THE EAST 32 1/3 ACRES OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LYING IN THE SOUTHERLY LINE OF SAID LOT 5, SAID POINT BEING 40 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 5, THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO A POINT LYING IN A LINE WHICH IS 17 FEET WEST OF AND PARALLEL WITH THE EAST LINES OF LOTS 2,3,4 AND 5 SAID POINT BEING 156.42 FEET SOUTH OF THE NORTHERLY LINE OF LOT 2 (AS MEASURED ALONG SAID PARALLEL LINE); THENCE NORTHERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 156.42 FEET TO A POINT IN SAID NORTHERLY LINE OF LOT 2.

**PARCEL 3:**

LOTS 6,7,8,9 AND 10 IN THE SUBDIVISION OF LOT 8 IN A SUBDIVISION OF PART OF THE EAST 32 1/3 ACRES OF THE NORTHEAST 1/4 OF SECTION 36 TOWNSHIP 36, NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

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*[REMAINDER OF PAGE INTENTIONALL BLANK; SIGNATURES ON FOLLOWING PAGE]*



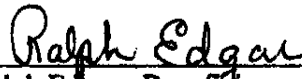
Property of Cook County Clerk's Office

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17<sup>th</sup> IN WITNESS WHEREOF, the parties have executed this instrument under seal as of the day of April, 2009.

LANDLORD:

**CHICAGO TITLE LAND TRUST COMPANY**  
**TRUSTS NO. 8002349914 and NO. 8002349915**  
Ralph Edgar, beneficiary

  
\_\_\_\_\_  
Ralph Edgar - Beneficiary

TENANT:

**RPS Citizens N.A., a national banking association**

  
\_\_\_\_\_  
James A. Brill  
Vice President, Group Property

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17 IN WITNESS WHEREOF, the parties have executed this instrument under seal as of the day of April, 2009.

LANDLORD:

**CHICAGO TITLE LAND TRUST COMPANY**  
**TRUSTS NO. 8002349914 and NO. 8002349915**  
Ralph Edgar, beneficiary

**SEE ATTACHED EXHIBITATORY  
CLAUSE FOR SIGNATURE**

Ralph Edgar  
Ralph Edgar - Beneficiary

TENANT:

**PBS Citizens N.A., a national banking association**

\_\_\_\_\_  
James A. Brill  
Vice President, Group Property

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Property of Cook County Clerk's Office



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STATE OF ILLINOIS )

COUNTY OF COOK )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Ralph Edgar, whose name is signed to the foregoing instrument as beneficiary of **Chicago Title Land Trust Company Trusts No. 8002349914 and 8002349915** and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on behalf of **Chicago Title Land Trust Company Trusts No. 8002349914 and 8002349915** on the day the same bears date.

Given under my hand and official seal this the 17<sup>th</sup> day of April, 2009.



Denise Baumgartner  
Notary Public

AFFIX SEAL

My commission expires: 3/1/10

My County of Residence Is: Cook

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that James A. Brill, whose name is signed to the foregoing instrument as Vice President of **RBS Citizens N.A.** and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on behalf of **RBS Citizens N.A.** on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

My County of Residence Is: \_\_\_\_\_

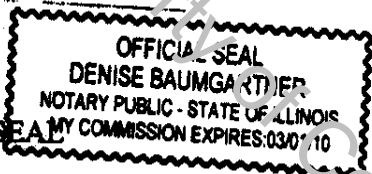
# UNOFFICIAL COPY

STATE OF Illinois )

COUNTY OF Cook )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Ralph Edgar, whose name is signed to the foregoing instrument as beneficiary of Chicago Title Land Trust Company Trusts No. 8002349914 and 8002349915 and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on behalf of Chicago Title Land Trust Company Trusts No. 8002349914 and 8002349915 on the day the same bears date.

Given under my hand and official seal this the 17 day of April, 2009.



Denise Baumgartner  
Notary Public

AFFIX SEAL My commission expires: 3/11/10

My County of Residence Is: Cook

STATE OF Ohio )

COUNTY OF Cuyahoga )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that James A. Brill, whose name is signed to the foregoing instrument as Vice President of RBS Citizens N.A. and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on behalf of RBS Citizens N.A. on the day the same bears date.

Given under my hand and official seal this the 22<sup>nd</sup> day of April, 2009.

Michelle Kay  
Notary Public

AFFIX SEAL

My commission expires: 6/12/12

My County of Residence Is: Cuyahoga



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## Exhibit C

DATE: 4/17/09

CHICAGO TITLE LAND TRUST COMPANY

### LETTER OF DIRECTION

**DO NOT USE THIS FORM FOR A TRUSTEE'S DEED.** The appropriate form will be issued upon request.

**NOTE:** Attach a copy of each document to be signed should be included for the Trustee.

**TRUSTEE:** You are hereby authorized and directed to execute the following described document(s) in your capacity as Trustee under our Trust No. 8002349914 dated \_\_\_\_\_

DESCRIPTION OF DOCUMENT(S): and 8002349915

## LEASE TERMINATION AGREEMENT

ADDRESS OF PROPERTY: 2320 Thornton-Lansing Road  
Lansing, IL 60438

Issue Letter to Pay Proceeds to: \_\_\_\_\_

Will Be Picked Up By: \_\_\_\_\_ Phone No.: \_\_\_\_\_

OR  
Mail To: \_\_\_\_\_

If the beneficial interest is assigned as collateral, the Collateral Assignee MUST approve this Direction

Name of Lender (Please note successor information if applicable)

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

In: \_\_\_\_\_

Title

Signature of Beneficiary

Ralph Edgar  
Signature of Beneficiary

Signature of Beneficiary

Signature of Beneficiary

FOR OFFICE USE ONLY

LT Acct# \_\_\_\_\_ Company \_\_\_\_\_ Doc. Desc. \_\_\_\_\_ Amt. \_\_\_\_\_