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THIS DOCUMENT PREPARED BY:

Gotzmer Law Firm, Ltd. 101 Pine St. Sheboygan Falls, WI 53085

AFTER RECORDING RETURN TO:

Ridgestone Bank Attn: Loan Operations 500 Elm Grove Rd., Suite 104 Elm Grove, WI 53122 Doc#: 1602622051 Fee: \$48.25
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds

Date: 01/26/2016 11:00 AM Pg: 1 of 5

[Space Above This Line For Recording Data]_____

TERMINATION OF LEASE SUBORDINATION AND ESTOPPEL AGREEMENT

THIS TERMINATION OF LEASE SUBORDINATION AND ESTOPPEL AGREEMENT (this <u>Termination</u>") is made and entered into as of <u>Decouper</u>, 2015 (the "<u>Effective Date</u>"), by and among RIDGESTONE BANK (<u>Lender</u>"), whose address is 13925 W. North Ave., Brookfield, WI 53005, AMAL PROPERTY, LLC ("<u>Landlord</u>"), whose address is 1080 E. Oakton St., Des Plaines, IL 60018, and OAKTON DONUTS INC. ("<u>Tenant</u>"), whose address is 1080 E. Oakton St., Des Plaines, IL 60018.

RECITALS

- A. Lender, Landlord and Tenant are parties to a Lease Subordination and Estoppel Agreement dated February 26, 2013, which was recorded on May 15, 2013, which the Cook County Recorder of Deeds, as Document No. 1313516055 (the "Agreement"), pertaining to a lease between Landlord and Tenant dated December 30, 2012, of the real property located at 1080 E. Oakton St., Des Plaines, IL 60518, which is legally described on Exhibit A attached hereto.
- B. Lender, Landlord and Tenant now desire to terminate the Agreement in accordance with the terms and provisions of this Termination.

TERMINATION

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree and certify as follows:

- 1. <u>Termination</u>. Lender, Landlord and Tenant hereby agree that effective upon the Effective Date, the Agreement is hereby terminated and cancelled in all respects, and Lender, Landlord and Tenant each hereby release and discharge each other from any further liabilities and obligations thereunder.
 - 2. <u>Construction</u>. This Termination shall be governed by the laws of the State of Illinois.
- 3. <u>Counterparts.</u> This Termination may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement.

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BY THEIR SIGNATURES BELOW, Lender, Landlord and Tenant accept and agree to the terms of this Termination.

	LENDER:
	RIDGESTONE BANK
	By: Dandt Name: Stephen J. BARRATT Title: VICE PRESIDENT
STATE OF IMPAOLS)	
COUNTYOF (00)) ss	
I, Mautra Vargas, a N do hereby certify that French J. Barra	otary Public in and for said county, in the State aforesaid, the Vice President of Ridgestone Bank, who
is personally known to me to be the ame pe	rson whose name is subscribed to the foregoing instrument
as such officer, appeared before me t'is o	day in person and acknowledged that he/she signed and
delivered the said instrument as his/her own	free and voluntary act and as the free and voluntary act of
said corporation for the uses and purposes the	
GIVEN under my hand and notarial se	eal, this 1 day of Dalmber, 2015.
OFFICIAL SEAL	Mintralings

NOTARY PUBLIC

My Commission E. vi. exceptember (2015)

ned on Following Page] [Signatures Continued on Following Page]

NOTARY PUBLIC

MARITZA VARGAS

NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Sep 8, 2018

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LANDLORD:

By: Name: ASIF RAJAGALT Title: RESIDENT
STATE OF <u>JUINOIS</u>)) ss COUNTYOF <u>Corre</u>)
I, VERA FRIDENT, a Notary Public in and for said county, in the State aforesaid, do hereby certify that ASIE RAJABALI, the PARSIDENT of Amal Property, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as I is/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purpose; therein set forth.
GIVEN under my hand and notarial seal, this 14 day of DECEMBER, 2015.
NOTARY PUBLIC My Commission Expires OFFICIAL STAL VERA PANUEY NOTARY PUBLIC - STATE OF ILLINOIS

[Signatures Continued on Following Page]

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OAKTON DONUTS INC.

Name: Achtar samzona L

STATE OF <u>LILINOIS</u>) ss COUNTYOF <u>Crox</u>)

I, VERA PAROZV, a Notary Public in and for said county, in the State aforesaid, do hereby certify that PRIVAN RANGUMEN, the PRESIDENT of Oakton Donuts Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as 1 is/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial sea!, this 14 day of DECEMBER, 2015.

NOTARY FUBLIC

My Commission Expires

NOTARY PUBLIC - STATE OF ILLINOIS

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EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN DUNKIN'S RESUBDIVISION OF LOT 2 IN CATERER'S SUBDIVISION, A SUBDIVISION OF LOTS 5 AND 6 OF OAK LEAF COMMONS-OFFICE PLAZA, A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE CHIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1080 East Oakton Street, Des Plaines, Illinois 60018

The Real Property tax identification number is 09-20-321-006-0000