

March 27, 1984

JCP Lease, Ltd.
c/o Radford Rosebrough
941 Fallen Leaf
Arcadia, California 91006

Re: Store #1881 - Harvey, Illinois
(Outside Stock Space)

Gentlemen:

Reference is hereby made to the lease dated as of December 27, 1972, between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 2, 1965, and known as Trust No. 21938, to whose right, title and interest you have succeeded, as Landlord, and J. C. Penney Company, Inc., as Tenant, which lease, as amended by any agreement or agreements supplementary thereto, is hereinafter referred to as the "Lease".

The Lease is scheduled to expire on September 30, 1995. The first lease year of the Lease commenced on October 1, 1974 and expired on September 30, 1975 and all subsequent lease years were to begin and terminate on the same dates in subsequent years. Therefore, the tenth lease year commenced on October 1, 1983 and will expire on September 30, 1984.

Paragraph B of the article of the Lease captioned "OPTIONS TO CANCEL" grants us the option to cancel the term of Lease on or after the last day of the tenth lease year of the term of the Lease, provided, we give you not less than six months advance written notice and make payment to you of One Hundred Thirty-Six Thousand Six Hundred Forty-Three and 91/100 Dollars (\$136,643.91).

RECEIVED

MAR 30 1984

KELTNER & SCHREIBER

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APR 11 1968

1000 North Dearborn
Chicago, Illinois 60610
Tel. 312-467-1111

Property of Cook County Clerk's Office

APR 11 1968

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APR 11 1968

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Page 2
Store #1881
Harvey, Illinois
(Outside Stock Space)
March 14, 1984

We hereby exercise our option to cancel the Lease and pursuant to this notice, the term of the Lease shall be and hereby is, cancelled effective as of September 30, 1984. Our check for One Hundred Thirty-Six Thousand Six Hundred Forty-Three and 91/100 Dollars (\$136,643.91) will be sent to you prior to that date.

Very truly yours,

J. C. PENNEY COMPANY, INC.

By: 

Vice President

AHA/MRJ/djp

CERTIFIED MAIL - R.R.R.

cc: ✓ Edwin C. Schreiber, Esq.
Keltner & Schreiber, Inc.
315 South Beverly Drive
Suite 412
Beverly Hills, California 90212



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Property of Cook County Clerk's Office



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JCPenney

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July 24, 1984

Michigan Avenue National Bank
30 N. Michigan Avenue
Chicago, Illinois 60602

Attention: Mr. Robert W. Frederiksen
Loan #700024-3

Re: Store #1881 - Harvey, Illinois
(Stock Space)

Gentlemen:

Enclosed for your use is one (1) copy of the fully executed Termination Agreement dated June 30, 1984.

Bob Wright, of this office, is drawing a check make payable to you in the amount of \$133,325.66. This check will be forthcoming shortly.

As we had paid the July rental, our Landlord will send directly to you a check in the amount of \$3,318.25. The two numbers total \$136,643.91 for the final payment.

Very truly yours,


Jack Garvey
Regional Real Estate Manager

JG/djp

Encl.

CERTIFIED MAIL - R.R.R.

cc: Edwin C. Schreiber, Esq. - with copy of Agreement

RECEIVED

JUL 27 1984

KELTNER & SCHREIBER

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1984, AS 1984

1000 Madison Avenue
Chicago, Illinois 60602

Attention: Mr. Robert W. Robertson
(312) 555-1111

YONAH W. HANBY, JR.
(312) 555-1111

Enclosure

Enclosed for you is one (1) copy of the following
document: [illegible]

The enclosed document is being a check
for the amount of \$100,000.00.
The check will be payable to [illegible]

If you have any questions, please call [illegible]
to [illegible] or [illegible].
Thank you for your attention.

Very truly yours,

Jack Hanby
President, [illegible]

cc: [illegible]

and [illegible]

Y.W.H. - [illegible]

cc: [illegible] - with copy of agreement

86442439

Store #1881
Harvey, Illinois
(Stock Space)

TERMINATION AGREEMENT

AGREEMENT made and entered into this 30th day of June, 1984, by and between JCP LEASE, LTD., having a mailing address c/o Radford Rosebrough, 941 Fallen Leaf, Arcadia, California 91006 ("Landlord") and J. C. Penney Company, Inc., a Delaware corporation with offices at No. 1101 Avenue of the Americas, New York, New York 10019 ("Tenant").

W I T N E S S , That

WHEREAS, by lease dated as of December 27, 1972, a Memorandum of which was recorded in the Office of the Recorder of Deeds for Cook County on September 20, 1973 as Document #22484504, American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 2, 1965, and known as Trust No. 21938 (to whose right, title and interest Landlord herein named has succeeded) demised and leased to Tenant certain premises situated in the east half of the Northwest 1/4 of Section 18, Township 36 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, all more fully described therein, for a term commencing on September 4, 1974 and continuing thereafter to and including September 30, 1995, unless sooner terminated or extended as provided therein; and

WHEREAS, by letter dated March 27, 1984, Tenant exercised an option to cancel the term of said lease effective as of September 30, 1984; and

WHEREAS, Landlord and Tenant have agreed to cancel and terminate said lease as of the date of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do hereby covenant and agree as follows:

1. On or prior to June 30, 1984, Tenant shall pay to Michigan Avenue National Bank, on behalf of Landlord and in lieu of the payment of One Hundred Thirty-Six Thousand Six Hundred Forty-Three and 91/100 Dollars (\$136,643.91) to be paid pursuant to the third paragraph of the aforementioned letter dated March 27, 1984, One Hundred Thirty-Six Thousand Six Hundred Forty-Three and 91/100 Dollars (\$136,643.91). Said amount shall be mailed to Michigan Avenue National Bank, 30 N. Michigan Avenue, Chicago, Illinois 60602 mailed for the attention of Mr. Robert W. Frederiksen, Loan #700024-3.

Handwritten:
JCP Lease 3553587
Original/Rev 288099

3553587

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INVESTIGATION REPORT

The following information was obtained from a review of the records of the Illinois State Police, Chicago, Illinois, on January 15, 1971. The records reflect that on January 15, 1971, a report was filed by a Chicago Police Officer, [redacted], regarding a possible violation of the Illinois Liquor Control Act. The report stated that on January 15, 1971, a person known to the officer as [redacted] had been observed purchasing alcohol from a vendor at a public event held at the [redacted] in Chicago, Illinois. The officer stated that the person in question appeared to be under the age of 21 years and was purchasing alcohol from a vendor who was not displaying a proper license. The officer stated that he advised the vendor of the person's age and the vendor stated that he would not sell alcohol to the person. The officer stated that he did not take any further action and the matter was closed.

W I T N E S S E D

Attest: I, [redacted], County Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the record as the same appears in the records of the Illinois State Police, Chicago, Illinois, on January 15, 1971. Witness my hand and the seal of my office this [redacted] day of [redacted] 1971.

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2. Said lease shall be, and the same hereby is, cancelled, terminated and rendered null and void and of no further force or effect whatsoever as of the date of this agreement, it being expressly understood and agreed that the parties hereto shall be released and relieved from any and all obligations and liabilities that might otherwise arise or accrue thereunder.

3. Landlord and Tenant each covenant and warrant that they have full right and lawful authority to enter into this agreement and to relieve each other of their obligations and liabilities under said lease as hereinabove provided.

4. This agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, devisees, executors, administrators, successors in interest and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have caused this agreement to be duly executed and sealed the day and year first above written.

WITNESSES (as to Landlord):

[Signature]
Sharon Westmoreland

[Signature]
R. W. ROSEBROUGH, Partner
[Signature]

WITNESSES (as to Tenant):

[Signature]
Crystal Halton

ATTEST:

[Signature]
Assistant Secretary

J. C. PENNEY COMPANY, INC.

By [Signature]
Vice President

APPROVED
[Signature]
ATTORNEY

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This lease shall be in full force and effect from the date hereof until the date of the expiration of the term hereof, and shall be subject to the terms and conditions hereof, and shall be binding upon the parties hereto and their heirs, assigns and legal representatives.

The parties hereto have agreed that the premises hereinafter described shall be held and used by the parties hereto and their heirs, assigns and legal representatives for the purposes and uses hereinafter specified, and that the parties hereto have agreed to execute and deliver to each other the instruments hereinafter provided.

This agreement shall be binding upon the parties hereto and their heirs, assigns and legal representatives, and shall be enforceable in law and equity.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the City of Chicago, Illinois, this 1st day of January, 1921.

WITNESSES (as to Landlord):

R. W. ROSENBERG, Partner

WITNESSES (as to Tenant):

[Handwritten signature]

J. J. BRENNY COMPANY, INC.

[Handwritten signature]
Vice President

[Handwritten signature]
Vice President



Property of Cook County Clerk's Office

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STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }..:

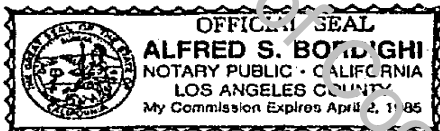
On this the 29 day of JUNE, 1984, before me, a Notary Public duly authorized in and for the said County in the State aforesaid to take acknowledgments, personally appeared R. W. ROSEBROUGH, Partner, known to me to be the person(s) whose name(s) (is) (are) subscribed to the foregoing instrument and acknowledged having executed the same as a free and voluntary act for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

..... APRIL 2, 1985

..... Alfred S. Bordighi
Notary Public



3558587

STATE OF NEW YORK }
COUNTY OF NEW YORK }..:

On this the 19th day of July, 1984, before me, a Notary Public duly authorized in and for the said County in the State aforesaid to take acknowledgments, personally appeared A. H. AMON, JR., to me known and known to me to be a Vice President of J. C. PENNEY COMPANY, INC., one of the corporations described in the foregoing instrument, and acknowledged that as such officer, being authorized so to do, he executed the foregoing instrument on behalf of said corporation by subscribing the name of said corporation by himself as such officer and caused the corporate seal of said corporation to be affixed thereto, as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

DONNA M. HIRSCH
NOTARY PUBLIC, State of New York
No. 41-4525718
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1986

..... Donna M. Hirsch
Notary Public

86442439

UNOFFICIAL COPY

STATE OF NEW YORK
County of ...
In the year of our Lord one thousand nine hundred and ...
I, the undersigned, Clerk of the County of ...
do hereby certify that the within and foregoing is a true and correct copy
of the original as the same appears in the records of the County of ...
at the City of ...

Witness my hand and official seal
at the City of ...
this ... day of ...
19...

STATE OF NEW YORK
County of ...
In the year of our Lord one thousand nine hundred and ...
I, the undersigned, Clerk of the County of ...
do hereby certify that the within and foregoing is a true and correct copy
of the original as the same appears in the records of the County of ...
at the City of ...

Witness my hand and official seal
at the City of ...
this ... day of ...
19...

[Handwritten Signature]

CLERK OF THE COUNTY OF ...

CLERK OF THE COUNTY OF ...

Property of Cook County Clerk's Office

CONSENT

The undersigned hereby approves of, and consents to, the aforesaid Agreement dated June 30, 1984, between JCP Lease, Ltd., Landlord, and J. C. Penney Company, Inc., Tenant, which terminates that certain lease between them referred to therein.

MICHIGAN AVENUE NATIONAL BANK
(Mortgagee)

BY Robert W. Frederiksen
Vice President

(Corporate Seal)

ATTEST:

Robert W. Frederiksen
Assistant Vice President

COOK COUNTY RECORDS
BOOK 52, PAGE 112

DEPT. OF RECORDS

3553589

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STATE OF Illinois
COUNTY OF Cook

} ss:

On this the 9th day of July, 1984, before me, a Notary Public duly authorized in and for the said County in the State aforesaid to take acknowledgments, personally appeared Robert W. Frederiksen, to me known and known to me to be Vice President of Michigan Avenue National Bank, one of the corporations described in the foregoing instrument, and acknowledged that as such officer, being authorized so to do, he executed the foregoing instrument on behalf of said corporation by subscribing the name of such corporation by himself as such officer and caused the corporate seal of said corporation to be affixed thereto, as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

... March 5, 1985

Chas. A. Deardorff
Notary Public

COOK COUNTY RECORDS
BOOK 52, PAGE 112

COOK COUNTY RECORDS
BOOK 52, PAGE 112

UNOFFICIAL COPY

The undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original of the within and foregoing as the same appears in the records of the office of the undersigned.

DEPT-01 RECORDING

634231-86-432439

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#11111 TRAM 0801 09/29/86 11.56.00
#1998 # C * 86-42439
COOK COUNTY RECORDER

DEPT-01 RECORDING \$17.00

00445189

... the undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original of the within and foregoing as the same appears in the records of the office of the undersigned.

... the undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original of the within and foregoing as the same appears in the records of the office of the undersigned.

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1986 SEP 29 AM 11: 14
HARRY (BUS) YOURELL
REGISTRAR OF TITLES

35533587

REGISTER OF TITLES
HARRY (BUS) YOURELL
LAUREL
IDENTIFIED
NO:

INTERCOUNTY

TITLE INS. CO.

BOX 97

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