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## TERMINATION OF GROUND LEASE AGREEMENT

B.L. 147

THIS TERMINATION OF GROUND LEASE AGREEMENT ("Agreement") is made as of this 17th day of July, 1987 by and between Oak Park Trust and Savings Bank, not personally, but as Trustee under Trust Agreement dated June 4, 1947, and known as Trust No. 1819 (hereinafter called "Lessor"), and PIONEER BANK & TRUST COMPANY, as Trustee under Trust Agreement dated July 7, 1987 and known as Trust No. 24856 (hereinafter called "Lessee").

15<sup>00</sup>

### W I T N E S S E T T H:

WHEREAS, Lessee, as successor to Midwest Bank and Trust Company, as Trustee under Trust Agreement dated December 9, 1983 and known as Trust No. 83124294, which was successor to Chicago Title & Trust Company under Trust Agreement dated December 3, 1841 as Ground Lessee under that certain Ground Lease (hereinafter "Ground Lease") dated September 1, 1937, filed for record in the office of the Recorder of Deeds of Cook County, Illinois on September 16, 1937, as Document No. 12054983, between Oak Park Trust and Savings Bank, as Trustee under Trust No. 1819 (as successor to Lucille Martin, as Trustee under Trust Agreement dated November 7, 1935) and Chicago Title & Trust Company, as Trustee under Trust Agreement dated August 30, 1937 a/k/a Trust No. 31841 for the real estate situated in River Forest, Cook County, Illinois, and legally described in Exhibit A attached hereto and made a part hereof;

COOK COUNTY, ILLINOIS  
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WHEREAS, Lessor intends to sell, transfer, assign, convey and set over to Lessee the entire fee simple title to the real estate together with all of its interests in the buildings and improvements standing upon said demised premises, and all appurtenances thereto, and every right, title and interest of the Lessor therein and to have and to hold the same unto Lessee, its successors and assigns, forever and to terminate said Ground Lease for the balance of the unexpired term thereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Effective July 17, 1987, the Ground Lease shall be and is hereby terminated and Lessor shall vacate the Premises and deliver title thereto to Lessee in accordance with the terms of the parties' Contract to Purchase Real Estate dated July 8, 1987.

2. In consideration of the termination of the Lease and release of the guaranty, as of July 17, 1987, Lessor and Lessee do hereby release, remise and forever discharge each other and its agents and its respective successors and assigns of and from any and all manners of liabilities, damages, sums of money, demands, claims, causes of action or suits in equity which it has or may have whatsoever arising out of or in any way connected with the Lease and/or the occupancy by Tenant of the Premises.

3. This Agreement may be executed in several counter-parts.

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IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement as of the date and year first written above.

The provision stamped upon the lower margin hereof is a part of this instrument.

ASSIGNOR:

Oak Park Trust and Savings Bank,  
as Trustee under Trust Agreement  
dated June 4, 1947,  
and known as Trust No. 1819

ATTEST:

*Patricia Baker*  
\_\_\_\_\_  
Assistant Secretary

By: *[Signature]*  
\_\_\_\_\_  
Its: ASSISTANT VICE PRESIDENT

Its: Assistant Secretary

THAT PART OF THE WEST 2/3RDS OF LOT 6 AND THE EAST 2/3RDS OF LOT 7 IN BLOCK 1 IN HARLEM, SAID HARLEM BEING A SUBDIVISION BY JOHN S. QUICK OF A PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 80 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOTS 6 AND 7 AND LYING EAST OF A LINE 80 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 1 IN SCHLUND'S RESUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND THE EAST 1/3 OF LOT 6 IN BLOCK 1 IN SAID HARLEM.

ALSO

ALL THAT PART OF LOT 1 IN SCHLUND'S SUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND THE EAST 1/3 OF LOT 6 IN BLOCK 1 IN HARLEM QUICK'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE BEGINNING ON THE EAST LINE OF AND AT A POINT 74 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE IN A WESTERLY DIRECTION PARALLEL WITH THE NORTH LINE OF SAID LOT 1, FOR A DISTANCE OF 25 FEET; THENCE IN A SOUTHERLY DIRECTION PARALLEL WITH THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 6 FEET; THENCE IN A WESTERLY DIRECTION TO A POINT ON THE WEST LINE OF AND 80 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1, IN COOK COUNTY, ILLINOIS.

Prepared by & mail to:  
Jerome F. Crotty, Esq.  
RIECK AND CROTTY, P.C.  
55 West Monroe Street  
Suite 3660  
Chicago, Illinois 60603

7219-23 W Lake St  
River Forest, Ill

Executed and delivered by the Oak Park Trust & Savings Bank not in its individual capacity, but solely in the capacity hereto described for the purpose of binding the herein described property, and subject to the express condition, anything herein to the contrary notwithstanding, that no personal liability or responsibility is assumed by the Oak Park Trust & Savings Bank or any of the beneficiaries under the within stated account, by virtue hereof, all such personal liability, if any, being expressly waived and released by all other parties hereto, and those claiming by, through or under them.

BOX 333-GG 2-

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15-12-222-002  
15-12-222-004

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