

15.00

CANCELLATION OF LEASE

THIS AGREEMENT made this 31<sup>st</sup> day of August, 1987 by and between LILLIAN JALASS, formerly known as Lillian Insul, and SALLY INSUL, (hereinafter referred to as "Lessor") and AUSTIN BANK OF CHICAGO, a corporation of Illinois, of 6400 West North Avenue, Chicago, Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated February 22, 1983, and known as Trust No. 6133 (hereinafter referred to as "Lessee")

WITNESSETH:

WHEREAS Lessor is a successor to the original Lessor under a certain lease (the "Lease") dated July 23, 1962 by and between LaSalle National Bank, a national banking association of Chicago, Illinois, not personally but as Trustee under Trust Agreement dated July 23, 1962 and known as Trust No. 29765 as lessor, and American National Bank and Trust Company of Chicago, a national banking association of Chicago, Illinois, not personally but as Trustee under Trust Agreement dated July 16, 1962 and known as Trust No. 17860 as lessee, demising the premises commonly known as 1857 North Harlem Avenue, Chicago, Illinois and legally described on Exhibit A, attached hereto and made a part hereof, a memorandum of the Lease was recorded with the Recorder of Deeds of Cook County, Illinois on July 24, 1962 as document number 18542244, and

WHEREAS Austin Bank of Chicago as Trustee as aforesaid, is Successor Lessee under the Lease, and

WHEREAS Lessor and Lessee desire to cancel the Lease.

NOW THEREFORE in consideration of the foregoing premises, and other good and valuable consideration the Lessor and Lessee do hereby agree as follows:

1. CANCELLATION OF LEASE

The Lease described in the foregoing preambles is hereby cancelled and terminated, all effective as of the date of this Agreement.

2. TRUSTEE EXCULPATION

This instrument is executed by Austin Bank of Chicago, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated February 22, 1983 and known as Trust Number 6133 to all provisions of which Trust Agreement this instrument is expressly made subject. It is expressly understood and agreed that nothing in this instrument contained shall be construed as creating any liability whatsoever against said Trustee or said beneficiaries, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee (and said

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beneficiaries to the extent permitted by law), of every sort, if any, is hereby expressly waived by Lessor, and by every person now or hereafter claiming any right or security hereunder, and that so far as the parties hereto are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the Trust Estate from time to time subject to the provisions of said Trust Agreement for the payment thereof. It is further understood and agreed that the said Trustee has no agents or employees, has no control over the real estate or the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to said real estate, except as represented to it by the beneficiary or beneficiaries of said Trust.

IN WITNESS WHEREOF the said parties appeared and have set their hands and seals the day and year first above written.

LESSOR:

Lillian Jalass  
Lillian Jalass

Sally Inzul  
Sally Inzul

LESSEE:

AUSTIN BANK OF CHICAGO  
As Trustee as aforesaid

By: \_\_\_\_\_  
Vice President

Attest: \_\_\_\_\_  
Assistant Secretary

This instrument was prepared by:

Norman A. Shubert  
MUCH SHELIST FREED DENENBERG  
AMENT & EIGER, P.C.  
200 North LaSalle Street  
Suite 2100  
Chicago, Illinois 60601-1095

+ mail to:

Box 333 HI

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forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 1987.

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

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## EXHIBIT "A"

Lots 28, 29 and 30 in Britigan's Armitage Avenue Subdivision of the North West 1/4 of the West 88.45 acres of the South West 1/4 of Section 31, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIP # 13-31-307-034  
pty Address: 1853 N. Harlem  
Chicago, IL

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