

UNOFFICIAL COPY

88078880
LEASE CANCELLATION AGREEMENT

13⁰⁰

This Lease Cancellation Agreement entered into this 6th day of April, 1987 by and between Gus Doumas (hereinafter referred to as "Lessor") and White Hen Pantry, Inc., a Delaware corporation (hereinafter referred to as "Lessee");

W I T N E S S E T H

WHEREAS, Lessor's and Lessee's predecessors in interest entered into a certain lease dated May 19, 1972 and as amended by First Amendment to Lease dated October 30, 1979 (hereinafter together referred to as the "Lease") covering certain premises located at 4422 West Belmont, Chicago, Illinois (the "Premises"), which Premises are more fully described in the Lease; and

WHEREAS, the parties desire to terminate the Lease;

NOW, THEREFORE, in consideration of the mutual promises and agreement herein contained and other good and valuable consideration, the parties hereto covenant and agree as follows:

1. Effective May 15, 1987, (the "Termination Date"), the Lease shall as ^{recorded Oct. 13, 1972} doc. 22083783 terminate and be of no further force and effect.
2. Notwithstanding termination of the Lease as provided herein, Lessee shall be liable for its share of real estate taxes and common area maintenance charges accrued prior to April 5, 1987 which Lessee has not yet been billed for by Lessor's predecessor in interest. The calculation of Lessee's share of real estate taxes and common area maintenance charges and the manner of payment thereof shall be determined by the terms of the Lease.
3. Lessor and Lessee hereby release and forever discharge each other, and their respective agents, employees, successors and assigns from all liability, claims and damages of any kind or nature which Lessor or Lessee, or their respective agents, employees, successors or assigns now have or at any time shall have against the parties released herein as a result of any matter, cause or thing whatsoever occurring on or prior to the Termination Date and arising out of or in connection with the Lease or Lessee's occupation or use of the Premises. Notwithstanding the foregoing and the cancellation of the Lease, the provisions of Sections 9.1 and 9.2 of the Lease shall continue to be effective with regard to any events occurring prior to the Termination Date.
4. Lessor agrees to accept the Premises in an "as is" condition on the Termination Date and notwithstanding anything in the Lease to the contrary the Lessee shall not be obligated to make any repairs to the Premises.

IN WITNESS WHEREOF, the undersigned have executed this Lease Cancellation Agreement as of the date first above written.

WHITE HEN PANTRY, INC.

Gus Doumas
Gus Doumas

By George J. Bani
Vice President

Attest Robert J. Smith
Secretary

LESSOR

LESSEE

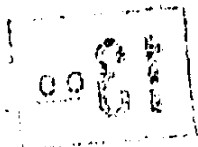
88078880

916 496

71-98-448W

365

UNOFFICIAL COPY



PROPERTY OF COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
1989 FEB 24 AM 10:48

88078880

UNOFFICIAL COPY

LEGAL DESCRIPTION

Lots 42, 43 & 44 in Alkes Subdivision of the East 1/2 of the East 1/2 of the South East 1/4 of the South West 1/4 of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 4420-22 W. Belmont, Chicago, IL

PTN: 13-22-323-033 - LOT-42
13-22-323-034 - LOT-43
13-22-323-035 - LOT-44

FBO
J

BOX 333 - GG

Prepared By and
MAIL TO:

John D. Keller
125 S. Bloomingdale Road
Suite 11
Bloomingdale, IL 60108

88078880

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2000000000

0000000000