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THREE-PARTY PROPERTY USE AGREEMENT

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This Three-Party Property Use Agreement ("Agreement") is made as of the 9th day of MAY, 1988, between Ford Leasing Development Company, a Delaware corporation whose address is 300 Renaissance Center, P. O. Box 43336, Detroit, Michigan 48243 (the "Grantor"), Bob O'Connor Ford, Inc., an Illinois corporation whose address is 2601 W. 95th St., Evergreen Park, Illinois 60642 (the "Grantee"), and Ford Motor Company, a Delaware corporation whose address is The American Road, Dearborn, Michigan 48121 (also called the "Beneficiary").

WHEREAS, pursuant to a Offer and Purchase Agreement dated April 20, 1988, the Grantor is to sell to the Grantee that certain parcel of land situated in the City of Chicago, County of Cook, State of Illinois, more particularly described on Exhibit A attached hereto (the "Property"); and

WHEREAS, pursuant to a Ford Sales and Service Agreement (the "Sales and Service Agreement") dated February 21, 1978, as modified by FD-9255, between the Beneficiary and the Grantee, the Beneficiary agreed to establish the Grantee as an authorized dealer of new passenger cars, new trucks and chassis and parts and accessories therefor offered for sale by Ford Motor Company to the Grantee at the Grantee's principal place of business at 2601 W. 95th St., Evergreen Park, Illinois; and

WHEREAS, as a condition of the sale and conveyance of the Property by the Grantor to the Grantee, the Grantor requires a use restriction for the benefit of the Beneficiary covering the Property, and the Grantee has agreed to be bound by such use restriction covering the Property; and

WHEREAS, the Grantor, the Grantee and the Beneficiary desire to enter into an agreement with respect to their respective rights and interests in the Property.

W I T N E S S E T H:

That, in consideration of the Property and other good and valuable consideration paid by the Grantee to the Grantor, and in consideration of the Sales and Service Agreement and other good and valuable considerations paid by the Beneficiary to the Grantee, (the receipt whereof is hereby acknowledged), the parties intending to be legally bound hereby agree as follows:

1. That the Grantee, its servants, agents, employees, invitees, heirs, successors, lessees and assigns shall not use or allow the use of the Property for the sale, service, repair, display or storage of new passenger cars, new trucks, or parts or accessories for such new passenger cars and new trucks, any or all of which are offered for sale by Ford Motor Company.

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2. In the event that the Property shall at any time be used for the sale, service, repair, display or storage of new passenger cars, new trucks, or parts or accessories for such new passenger cars and new trucks, any or all of which are offered for sale by Ford Motor Company, then the Grantor and the Beneficiary, either jointly or severally, shall be entitled to seek injunctive relief to enjoin the Grantee, its servants, agents, employees, invitees, heirs, successors and assigns against such use of the Property or seek other remedies at law and equity.

It is hereby understood and agreed between the Grantor, the Grantee and the Beneficiary that the use restriction herein shall not be a covenant running with the Property, and such use restriction shall be personal and binding upon the Grantee only to the extent that the Grantee or its successors or assigns own the Property and are parties to a Sales and Service Agreement with the Beneficiary for a dealership with a principal place of business at or near

It is further agreed that such use restriction shall be terminated either (a) at the discretion of the Grantor or the Beneficiary at any time, or (b) without further action required by the Grantor or the Beneficiary, (i) at such time as the Grantee or its successors or assigns no longer own or have an interest in the Property, or (ii) at such time as the Grantee or its successors or assigns no longer are parties to a Sales and Service Agreement with Beneficiary for a dealership with a principal place of business at or near 2601 W. 95th St., Evergreen Park, Illinois 60642.

4. This Indenture shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor, the Grantee and the Beneficiary have executed this Agreement as of the day and year first written above.

WITNESS:

Phleg J. Waaby

FORD LEASING DEVELOPMENT COMPANY

By: Arthur Steuer

Its: Assistant Secretary

BOB O'CONNOR FORD, INC.

By: President

Its: President

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WITNESS:

Philip J. Walby

FORD MOTOR COMPANY

By: J. M. Rintamaki

Its: J. M. Rintamaki
Assistant Secretary

STATE OF MICHIGAN)
COUNTY OF Wayne) ss.

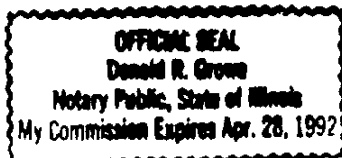
The foregoing instrument was acknowledged before me this 3rd day of June, 1988, by Arthur Stever, Asst. Secretary of Ford Leasing Development Company, a Delaware corporation, on behalf of the corporation.

Joann M. Shawley
Notary Public, _____ County
My Commission Expires: _____

JOANN M. SHAWLEY
Notary Public, Wayne County, MI
My Commission Expires Nov. 18, 1989

STATE OF ILLINOIS)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this 3 day of May, 1988, by Robert E. O'Connor, President of Bob O'Connor Ford, Inc., an Illinois corporation, on behalf of the corporation.



Donald R. Growe
Notary Public, Co. K County
My Commission Expires: 4-28-92

STATE OF MICHIGAN)
COUNTY OF Wayne) ss.

The foregoing instrument was acknowledged before me this 3rd day of June, 1988, by J. M. Rintamaki, Assistant Secretary of Ford Motor Company, a Delaware corporation, on behalf of the corporation.

Dolores A. Green
Notary Public, _____ County
My Commission Expires: _____

DOLORES A. GREEN
Notary Public, Wayne County, Michigan
My Commission Expires June 19, 1991

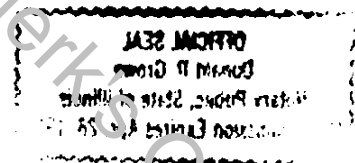
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BOX 333 - GG

When recorded, return to:

Ford Motor Company
The American Road, Rm. 556
Dearborn, Michigan 48121-1899
Attn: Associate Counsel-Real Estate

This document prepared by:

Roland Hwang, Esq.
Ford Motor Company
The American Road, Rm. 549
Dearborn, Michigan 48121-1899

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Exhibit A: 2 3 7 9

PARCEL 1:

Lot 14 and the south 1/2 of Lot 15 (except from said lot that part lying west of the line 50.00 feet east of and parallel to the west line of Section 6 and except from said lots that part lying east of a line 132.00 feet west of and parallel to the west line of south Claremont Avenue) in George H. Chambers subdivision of the west 1/2 of the south west 1/4 of Section 6, Township 37 north, range 14, east of the third principal meridian, in Cook County, Illinois. ALSO

PARCEL 2

Lots 15, 16, 17, 18, and 19 (except that part of said lots used or taken for streets) in Block 4 in Beverly Hills Boulevard subdivision, being a resubdivision of the north 22 acres of George H. Chambers subdivision aforesaid, all in Cook County, Illinois.

Permanent Index Tax Number: 25-06-300-013-0000	25-06-300-017-0000
25-06-300-014-0000	25-06-300-018-0000
25-06-300-015-0000	25-06-300-019-0000
25-06-300-016-0000	

Commonly known address: 9205 South Western Avenue, Chicago, Illinois.

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Property of Cook County Clerk's Office