

UNOFFICIAL COPY

88230007

LESSOR'S AGREEMENT TERMINATION AGREEMENT

\$17.00

THIS Lessor's Agreement Termination Agreement is made as of June 22, 1988 between First National Bank of Evergreen Park Land Trust No. 4977 dated October 28, 1978 ("Lessor"), and the Small Business Administration, ("Bank").

WHEREAS, Lessor and Bank entered into a Lessor's Agreement dated April 10, 1987, which is attached hereto as Exhibit A; and

WHEREAS, Lessor and Bank wish to terminate the Lessor's effective as of June 22nd, 1988;

NOW, THEREFORE, in consideration of the agreement of Lessor and Bank to terminate the Lessor's agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lessor and Bank hereby agree that the Lease shall terminate as of 12:00 p.m., June 22nd, 1988.

WHEREFORE, Lessor and Lessee have executed this Lessor's Agreement Termination Agreement this 22nd day of June, 1988.

Lessor:
First National Bank of Evergreen
Park as Trustee under Trust
No. 4977

Attest:

Anne Mayler
Its: LAND TRUST ADM.

By: Darlene Donahue
Its: TRUST OFFICER Assistant Trust Officer

SEE RIDER ATTACHED FOR EXECUTION BY TRUSTEE

Bank:
Small Business Administration

By: N.A. Baile
Its: Chief, PMD

mail to: Michael S. H. Dymnar
520 N. Michigan Avenue
Ste. 1220 Chicago Ill 60611

88230007

71-65-131 0 3 E #1205531 ZHWAOK

UNOFFICIAL COPY

88290007

RIDER ATTACHED TO LESSOR'S AGREEMENT TERMINATION AGREEMENT

DATED 6/22/88 UNDER TRUST NO. 4977

Executed and delivered by FIRST NATIONAL BANK OF EVERGREEN PARK not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the undertakings and agreements herein made, are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any being hereby expressly waived and released by all other parties hereto, and those claiming by, through or under them.

FIRST NATIONAL BANK OF EVERGREEN PARK
not individually, but as Trustee Under
Trust No. 4977.

By *Darlene Donalson*
~~Sr. Vice President & Trust Officer~~
Assistant Trust Officer

ATTEST:

Anne Maylan
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
LAND TRUST ADM.

88290007

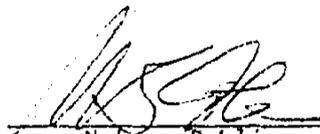
UNOFFICIAL COPY

17200107

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State
aforementioned, do hereby certify the Harold A. Beiler, Chief Portfolio
Management, personally known to me to be the same person whose name is subscribed
in the foregoing instrument, appeared before me this day in person, and
acknowledges that he, being duly authorized, signed and delivered said instrument
as the free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this first day
of July, 1988.



Notary Public

My commission expires: 9/18/88



88290007

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8 7 5 4 9 3 0 7

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 OCT -9 AM 9:46

87549307

2066

87549307

ASSIGNMENT OF LEASE

13⁰⁰

WHEREAS, under date of May 1, 1986,
Leavitt Foods, Inc. ^{And Deli} d/b/a Kettles Food and Deli

as Lessee (hereinafter called "Assignor") entered into an Indenture of Lease with First National Bank of Evergreen Park as Trustee under Trust #4977, as Lessor, (hereinafter called "Lessor") under which Indenture of Lease the Lessor demised to Assignor premises situated at 2156 W. 95th Street, Chicago, in the County of Cook, State of Illinois, which said premises are more particularly described in said Indenture of Lease, subject to the reservations and rights set forth therein, for the term from June 1, 1986 to May 31, 2011; and

WHEREAS, Assignor has heretofore made application to Chicago Industrial Finance Corporation/Small Business Administration (hereinafter called "Assignee" or "Payee") for a loan in the amount of ONE HUNDRED AND FOUR THOUSAND DOLLARS, which loan has been conditionally authorized; and

WHEREAS, said loan is evidenced by a Note dated April 10, 1987, executed and delivered by Assignor, payable to the order of Assignee, in the principal amount of ONE HUNDRED AND FOUR THOUSAND DOLLARS, bearing interest at the rate of _____ percent per annum, said principal and interest being payable as in said Note provided (said Note and any note or notes given in extension or renewal thereof being hereinafter referred to as the "Note"); and

WHEREAS, one of the conditions for the making of said loan or any part thereof is the assignment by said Assignor to the Payee named in the above described Note of Assignor's interest in said lease as collateral security for the indebtedness evidenced by the said Note;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, and as an inducement to Assignee to make disbursement of said loan, or any part thereof, the Assignor does hereby convey, assign, with the right of re-assignment, transfer and set over unto Assignee all its right, title and interest in, to and under said lease.

LOTS 28 AND 29 AND THE WEST 5 FEET OF LOT 27 IN BLOCK 36 IN HILLIARD AND DOBBINS SUBDIVISION OF ALL THAT PART OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF PITTSBURGH, CINCINNATI AND ST. LOUIS RAILROAD EXCEPT THE WEST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION (EXCEPT FROM SAID LOTS THAT PART LYING SOUTH OF A LINE 54 FEET NORTH OF THE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 6) IN COOK COUNTY, ILLINOIS.

Commonly known as 2156 W. 95th Street, Chicago, Illinois

PIN: 25-06-321-035-0000 40721
25-06-321-050-0000 40728 AND 27

TV
FPO

7024754 L

87549307

88290007