

UNOFFICIAL COPY

Please return to: Meri-Jo Helmink  
Racor Title Insurance Co.  
203 N. LaSalle St., Suite 1400  
Chicago, IL 60601  
Tel: 312-467-1111

SRK0534 08/08/89 1715

85600325

(b) No contracts for the furnishing of any labor or materials with respect to improvements or alterations in or about the Property have been let by Landlord or are outstanding that have not been performed and satisfied by Landlord; and

(a) There exist no leases or sub-leases affecting the Property other than the Lease:

4. Certification by Landlord. Landlord represents and warrants to Tenant with respect to Landlord's rights in and occupancy of the Property, that the following are true as of the date hereof and will be true on the Termination Date:

3. Rent and Other Charges. Unless otherwise agreed by Landlord and Tenant, on or before the Termination Date Tenant shall pay to Landlord all rent and other charges relating to the Premises which accrue on or prior to the Termination Date.

2. Termination of Lease. The Lease shall terminate on the Termination Date (hereinafter defined) as if the Termination Date were set forth in the Lease as the expiration date of the term of the Lease. The "Termination Date" means August 15, 1989.

1. Defined Terms. All capitalized terms used herein shall have the same meaning as in the Lease unless otherwise defined herein.

In consideration of the foregoing and the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

B. Tenant and Landlord have agreed to terminate the Lease prior to the stated expiration date, on the terms and conditions provided in this Lease Termination Agreement.

The Woodhill Corporation, predecessor in interest to Landlord, and Tenant have entered into a lease dated August 7, 1975 (the "Lease") demising the real estate and improvements located thereon situated in Cook County, Illinois and legally described on Exhibit A attached hereto and made a part hereof (the "Property").

RECITALS:

This Lease Termination Agreement is made as of the 15th day of August, 1989, by and between DONALD K. SMITH and DOLORES A. SMITH, husband and wife, and THEODORE R. GOLDMAN, Co-Trustee under the Last Will and Testament of Saralee Goldman, Deceased, and NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, now known as NORWEST BANK-MINNEAPOLIS, N.A., a national banking association, Co-Trustee under the Last Will and Testament of Saralee Goldman, Deceased ("Landlord"), and Car X Service Systems, Inc., a Minnesota corporation ("Tenant").

LEASE TERMINATION AGREEMENT

85600325

5:30:03:25

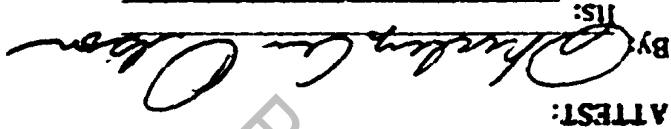
Handwritten marks: "3" and "85600325"

REC-01 89-08-15  
4:17:03 \* 89-500325  
12:00

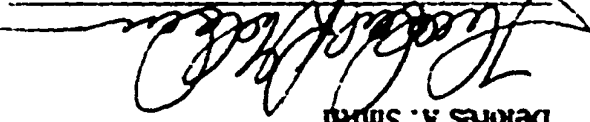
MINNESOTA

Handwritten signature

Theodore R. Goldman, Co-Trustee  
under the Last Will and Testament  
of Saralee Goldman, Deceased

ATTEST:  
By:   
His:

Debra A. Smith



Debra A. Smith

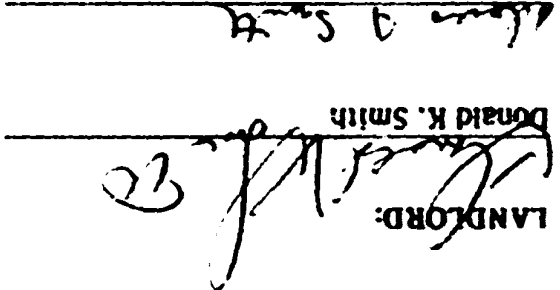
Name: MATTIE A. GIOTTI  
Title: VICE-PRESIDENT

By: 

CAR & SERVICE SYSTEMS, INC., a  
corporation

TENANT:

Donald K. Smith



LANDLORD:

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

7. Entire Agreement. This Lease Termination Agreement and the Lease (as amended) contain all the terms, covenants, conditions and agreements between Landlord and Tenant relating to the termination of the Lease and other matters provided for in this instrument. No prior or other agreement or understanding pertaining to such matters shall be valid or of any force and effect.

6. Offer. Submission of this instrument for examination or negotiation shall not bind Tenant, and no obligation on the part of Tenant shall arise until this instrument is signed and delivered by both Landlord and Tenant.

5. Release. Landlord does hereby release Tenant, its directors, shareholders and agents and employees from any and all liability, claims, actions, causes of action, damages, debts, obligations, covenants, warranties, undertakings, promises, agreements, demands and expenses of any kind, nature or description whatsoever, whether in law or in equity, known or unknown, liquidated or unliquidated, direct or indirect, due or to become due, contingent or otherwise, that Landlord ever had, may have had, now has, may have, or can, shall or ever may have in the future for, based upon, arising from, contained in or by reason of any matter, cause or thing whatsoever occurring at any time on or prior to termination of the Lease, including, without limiting the generality of the foregoing, the Lease and the Property; provided, however, that this release shall become effective only upon the Termination Date or earlier termination of the Lease.

(c) Landlord and any person executing this Lease Termination Agreement shall have full authority to execute and deliver this Lease Termination Agreement.

1.0003.5

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3 7 5 0 0 3 2 1

SRK0534 08/09/89 1715

3

Property of Cook County Clerk's Office

Steven R. Katz, Esq.  
Rudnick & Wolfe  
203 North LaSalle Street  
Chicago, Illinois 60601

5-200933

Prepared by and mailed to upon Recording.

ATTEST:

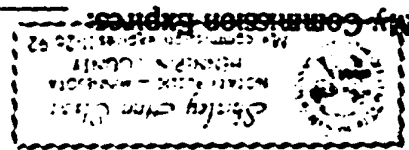
By: *[Signature]*  
Its: *Deputy Clerk*

By: *[Signature]*  
Its: *Deputy Clerk*

NORTHWESTERN NATIONAL BANK OF  
MINNEAPOLIS, now known as NORWEST  
BANK-MINNEAPOLIS, N.A., a national  
banking association Co-Trustee under  
the Last Will and Testament of  
Saralee Goldman, Deceased  
\*MINNESOTA

Property of  
Notary Public

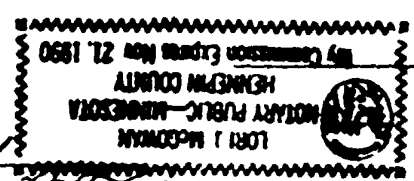
*Shirley Ann Olson*  
Notary Public



Given under my hand and notarial seal this 31 day of August, 1989.

I, Shirley Ann Olson, a Notary Public in and for said County in the State aforesaid, do hereby certify that Theodore R. Goldman, Co-Trustee under the Last Will and Testament of Saralee Goldman, Deceased, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act as Co-Trustee under the Last Will and Testament of Saralee Goldman, Deceased, for the uses and purposes therein set forth.

STATE OF MINNESOTA )  
) SS. )  
COUNTY OF HENNEPIN )



*Lori J. McGowan*  
Notary Public

Given under my hand and notarial seal this 5th day of ~~August~~ <sup>September</sup>, 1989.

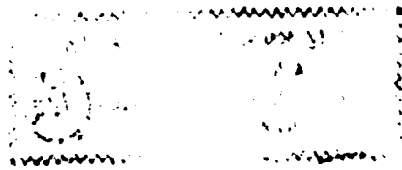
I, Lori J. McGowan, a Notary Public and for said County in the State aforesaid, do hereby certify that Donald K. Smith and Dolores A. Smith, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, for the uses and purposes therein set forth.

STATE OF MINNESOTA )  
) SS. )  
COUNTY OF HENNEPIN )

57000083

UNOFFICIAL COPY

Property of Cook County Clerk's Office





# UNOFFICIAL COPY

3 9 5 0 0 3 3

A-1

SRK0534 08/08/89 1715

Property of Cook County Clerk's Office

57200933

Permanent Tax Number: 20-26-229-036

Lots 10 and 11 in T.P. Keefer's Subdivision of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

LEGAL DESCRIPTION

EXHIBIT A



UNOFFICIAL COPY

Property of Cook County Clerk's Office