

UNOFFICIAL COPY

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Termination of Ground Lease

This Termination of Ground Lease is made as of this 30 day of January, 1989 by Drovers National Bank of Chicago, not personally but as Trustee under Trust Number 1874 bearing the date June 20, 1957 ("Lessor") and McDonald's Corporation, a Delaware corporation ("Lessee").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee entered into a certain Ground Lease dated December 19, 1975 relating to the real estate described on Exhibit A hereto (the "Premises"); memorandum of Lease recorded March 23, 1976 as document 23425-189;

WHEREAS, the Lessor and Lessee have entered into a real estate contract dated as of January 30, 1989 wherein the Lessee has agreed to purchase and the Lessor has agreed to sell the Premises (the "Purchase Agreement");

WHEREAS, the Lessor and Lessee now wish to terminate the Ground Lease subject to the terms and conditions contained herein;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

1. The Ground Lease is terminated and released as of the Closing Date (which term is defined for purposes hereof as it is defined in the Purchase Agreement).
2. Lessor and Lessee agree that the Ground Lease will remain in full force and effect, according to the terms therein, through the Closing Date.
3. The termination of the Ground Lease herein contemplated is expressly made conditional on the closing of the sale of the Premises by Lessor to Lessee as further described in the Purchase Agreement. In the event that for any reason such closing does not occur as contemplated under the Purchase Agreement, this Termination of Ground Lease shall be null and void and the Ground Lease shall continue in full force and effect according to the terms and conditions stated therein.
4. The Rent due under the Ground Lease shall be prorated as of the Closing Date. In the event that Closing Date shall be a day other than the last day of the calendar month, the rent for such partial month shall be the full rent for such month multiplied by a fraction, the numerator of which is the number of days in such calendar month which have elapsed, inclusive of the

McCarthy-1/09-26-88/DAI/33E

Prepared by: Dean Isaacs
Mayer, Brown & Platt
190 South LaSalle St.
Chicago, Illinois 60603

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1/31-1989-1st J. Moore

89071301

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Closing Date, and the denominator of which is the total number of days in such calendar month.

5. This Agreement is entered into by The Drovers National Bank, as trustee only and not personally, pursuant to the terms of that certain Trust Agreement dated June 20, 1957 and bearing Trust Number 1874.

6. This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and together all such counterparts shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Termination of Ground Lease on the date first written above.

AS USED IN THIS DOCUMENT,

Lessor: **THE TERM "TRUSTEE" SHALL MEAN** Lessee:
"COLE TAYLOR BANK"

THE DROVERS NATIONAL BANK,
as Trustee only and not
personally, pursuant to the
terms of that certain Trust
Agreement dated June 20,
1957 and bearing Trust
Number 1874.

MCDONALD'S CORPORATION

By: *John E. Hommel*
Name: JOHN E. HOMMEL
Its: VICE PRES

By: *James M. ...*
Name: VICE PRESIDENT
Its: VICE PRESIDENT
ATTEST: *[Signature]*
Name: ASSISTANT SECRETARY
Its: ASSISTANT SECRETARY



ATTEST:
By: *Lucille C. Hart*
Name: LUCILLE C. HART
Its: ASST. SECY

By: _____
Martin J. McCarthy

By: _____
John P. Kelly

X By: *Mary J. Flynn*
Mary J. Flynn

McCarthy-1/09-26-88/DAI/33E

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, in fact, the personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee and not the Trust. The Trustee hereby waives and releases and agrees to waive and release the said Trustee and its heirs, assigns, personal representatives, executors, administrators, assigns, agents, attorneys-in-fact, successors and assigns from and against any and all claims, demands, actions, suits, damages, losses, costs and expenses, including reasonable attorneys' fees, that may be asserted or brought against the Trustee or any of the beneficiaries under said Trust Agreement, in connection with the execution of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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Number 1874.

MCDONALD'S CORPORATION

By: *John G. Hammel*
Name: JOHN G. HAMMEL
Its: VICE PRES.

By: *[Signature]*
Name: "
Its: VICE PRESIDENT

ATTEST:

ATTEST:

By: *Lucille C. Hart*
Name: LUCILLE C. HART
Its: ACST. SECV

By: *[Signature]*
Name: "
Its: Assistant Secretary



By: *[Signature]*
Martin J. McCarthy

By: John P. Kelly

By: Mary J. Flynn

McCarthy-1/09-26-88/DAI/33E

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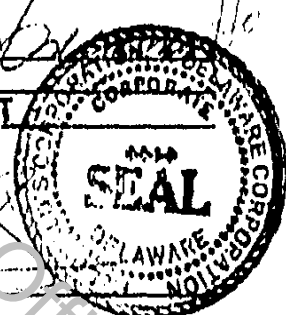
MCDONALD'S CORPORATION

By: John G. Hommel
Name: JOHN G. HOMMEL
Its: VICE PRES

By: [Signature]
Name: [Signature]
Its: VICE PRESIDENT

ATTEST:
By: Lucille C. Hart
Name: LUCILLE C. HART
Its: ASST. SECY.

ATTEST:
By: [Signature]
Name: [Signature]
Its: Assistant Secretary



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By: Martin J. McCarthy

X By: John P. Kelly

By: Mary J. Flynn

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and given, and not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee but as the warranties, indemnities, representations, covenants, undertakings and agreements of the Trustee personally and as such Trustee, and the Trustee shall not be held liable for any such warranties, indemnities, representations, covenants, undertakings and agreements by or on account of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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(McDONALD'S
(ACKNOWLEDGMENT))

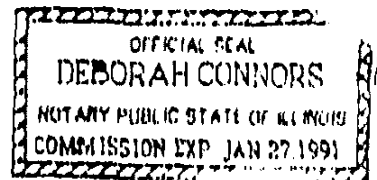
STATE OF ILLINOIS
COUNTY OF DuPAGE SS:

I, Deborah Connors, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Seymour Greenman, Vice-President, and Michael J. Sise, Assistant Secretary of McDonald's Corporation, a Delaware corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Vice-President and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 3rd day of February, 1989.

Deborah Connors
Notary Public

My commission expires 1/27/91.



(ACKNOWLEDGMENT - INDIVIDUAL)

STATE OF
COUNTY OF SS:

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that _____ and _____ of _____ who (is)(are) personally known to me to be the same person(s) whose name(s) (is)(are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he)(they) signed, sealed and delivered the said instrument as (h)(their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 19____.

Notary Public

My commission expires _____.

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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

BEFORE ME, the undersigned notary public in and for the State and County aforesaid, on this day personally appeared Mary L. Flynn, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of such person for the purposes and consideration therein expressed, and in the capacity therein stated.

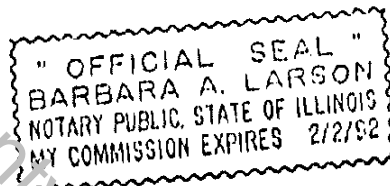
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of January, 1989.

Barbara A. Larson
Notary Public

My Commission Expires:

2/2/92

[SEAL]



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STATE OF ILLINOIS)
COUNTY OF Cook) SS

BEFORE ME, the undersigned notary public in and for the State and County aforesaid, on this day personally appeared Martin J. McCarthy, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of such person for the purposes and consideration therein expressed, and in the capacity therein stated.

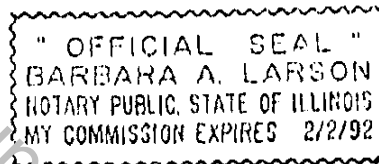
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of January 1989.

Barbara A. Larson
Notary Public

My Commission Expires:

2/2/92

[SEAL]



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

BEFORE ME, the undersigned notary public in and for the State and County aforesaid, on this day personally appeared John P. Kelly, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of such person for the purposes and consideration therein expressed, and in the capacity therein stated.

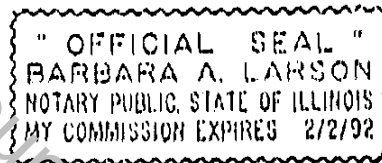
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of January, 1989.

Barbara A. Larson
Notary Public

My Commission Expires:

2/2/92

[SEAL]



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

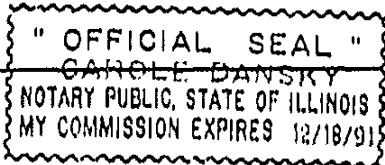
I, THE UNDERSIGNED, a Notary Public, do hereby certify that JOHN G. HOMMEL, personally known to me to be the VICE President of COLE TAYLOR BANK, a ILLINOIS corporation, and LOUISE C. HART personally known to me to be the ASST secretary of said corporation, and personally know to me to be the same persons whose names are subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such VICE president and ASST secretary they signed and delivered the said documents as VICE president and ASST secretary of said corporation, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of JANUARY, 1989.

Carole Dansky
Notary Public

My Commission Expires:

[SEAL]



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EXHIBIT A - LEGAL DESCRIPTION

PARCEL 1:

That part of Lot 7 lying South of a line 180 feet South of and parallel with the North line thereof in Palos Bend, a subdivision of the East 40 acres South of the Feeder of the Southwest 1/4 of Section 13, Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lot 8 in Palos Bend, a subdivision of the East 40 acres South of the Feeder of The Southwest 1/4 of Section 13, Township 37 North, Range 12 East of the Third Principal Meridian, except that part of said Lot 8 described as follows:

Beginning at the Southeast corner of said Lot 8 (being at the intersection of the North line of West 111th Street and the West line of Southwest Highway); thence North along the East line of said Lot 8 (being the West line of Southwest Highway) a distance of 119.75 feet; thence West along a line drawn parallel with the South line of said Lot 8 a distance of 126.20 feet to a point on a line drawn parallel with and 26.74 feet East of the West line of Lot 8, said point being 119.74 feet North of the South line of Lot 8; thence South along said parallel line a distance of 119.74 feet to the South line of Lot 8 (being the North line of West 111th Street); thence East along said South line a distance of 125.0 to the point of beginning;

in Cook County, Illinois.

23 - 13 - 301 - 046

23 - 13 - 301 - 048

11050 Southwest Highway
Palos Hills, Illinois

DEPT-91

\$20.00

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COOK COUNTY RECORDER

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