

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Lease Cancellation Agreement on the date first above written, to be effective as of the Date of Cancellation.

THE SOUTHLAND CORPORATION  
(Tenant)

THE SOUTHLAND EMPLOYEES' TRUST  
(Landlord)

By: *K.M. Slaut*  
Vice President

By: *Dale Allardyce*  
Dale Allardyce

ATTEST:

*Don Stevenson*  
Assistant Secretary

By: *Margaret A. Fuller*  
Margaret A. Fuller

STATE OF TEXAS

COUNTY OF DALLAS

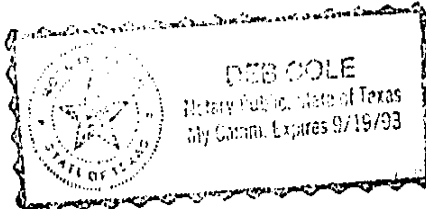
On the 27<sup>th</sup> day of July, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared K.M. Slaut and Don Stevenson, known to me to be a Vice President and Assistant Secretary of THE SOUTHLAND CORPORATION, a Texas Corporation, that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that they executed the within instrument for the purposes and consideration therein expressed and in the capacities therein provided.

WITNESS my hand and official seal.

(Notarial Seal)

*Deb Cole*  
Notary Public

My commission expires: \_\_\_\_\_



69339859

# UNOFFICIAL COPY

Location No. 13383

## LEASE CANCELLATION AGREEMENT

89399859

This Lease Cancellation Agreement is made and entered into this 27 day of July, 1989, by and between The Southland Employees' Trust ("Landlord") and The Southland Corporation, a Texas corporation ("Tenant").

### RECITALS

A. Previously hereto, Landlord and Tenant entered into a lease covering certain real property known as Location No. 13383 located at the 2200 block of Algonquin Road, Rolling Meadows, Illinois and more particularly described on Exhibit A, attached hereto and made a part hereof (hereinafter called the "Lease"). A memorandum evidencing such Lease, dated October 23, 1987, was recorded as Document No. 87662565 in the Recorder's Office of the County of Cook, State of Illinois.

B. The parties hereto desire to evidence their intention and agreement that the Lease shall be cancelled.

DEPT-01 \$14.00  
11111 1989 08/28/89 15:51:00  
4433 10 89-399859  
COOK COUNTY RECORDER

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements as set forth herein, Ten Dollars (\$10.00) paid by Tenant to Landlord, and other good and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, the parties hereby agree that the Lease shall be and is hereby cancelled, surrendered, released and terminated in its entirety as of August 21, 1989 (hereinafter called the "Date of Cancellation").

89399859

Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims, costs, losses, expenses, damages, actions and causes of action for which Tenant is responsible under the Lease and which accrue on or before the Date of Cancellation.

Landlord shall defend, indemnify and hold harmless Tenant from and against any and all claims, costs, losses, expenses, damages, actions and causes of action for which Landlord is responsible under the Lease and which accrue on or before the Date of Cancellation.

89399859

5/20/89 1:19 pm 1 of 6

1400

# UNOFFICIAL COPY

0 7 5 7 7 3 5 9

STATE OF TEXAS

COUNTY OF DALLAS

On the 27th day of July, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dale Allardyce and Margaret A. Fuller, each known to me to be two of the Trustees of THE SOUTHLAND EMPLOYEES' TRUST that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said Trust herein named, and acknowledged to me that they executed the within instrument for the purposes and consideration therein expressed and in the capacities therein provided.

WITNESS my hand and official seal.

(Notarial Seal)

Dianna C. Perry  
Notary Public

My commission expires: April 1, 1993

DSREAL551

DIANNA PERRY, Notary Public  
in and for the State of Texas  
My Commission Expires April 1, 1993

Property of Cook County Clerk's Office

89399859

# UNOFFICIAL COPY

Location No. 13383

## EXHIBIT A

That part of Section 8, Township 41 North, Range 11, East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the East line of the West 1/2 of the West 1/2 of the East 1/2 of said Section 8 with the Northerly line of Algonquin Road as widened by Plat of Dedication recorded as Document 11195778 (said point of intersection being 38.74 feet North of the point of intersection of said line with the center line of Algonquin Road prior to said Plat of Dedication); thence Northwesterly along said Northerly line of Algonquin Road as widened a distance of 209.98 feet to a place of beginning; thence Northeasterly at right angles to said Northerly line of Algonquin Road as widened a distance of 160.0 feet; thence Northwesterly along a line 160 feet (measured at right angles) Northeasterly of and parallel with said Northerly line of Algonquin Road as widened a distance of 597.22 feet; thence Southwesterly at right angles to the last described course, a distance of 160 feet, more or less, to a point on the Northerly line of said Algonquin Road as widened; thence Southeasterly along said Northerly line of Algonquin Road as widened a distance of 597.22 feet to the place of beginning, in Cook County, Illinois.

P. I. N. 08-08-106-010

08-08-206-003

Commonly known as 2202-2230 Algonquin Rd., Rolling Meadows, IL.

8938859

Terry Lad

Box 91