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GROUND LEASE (With Option to purchase)

THIS LEASE is made and entered into as of November 15, 1991, by and between (i) Foursome Partners, a Kentucky General Partnership, hereinafter referred to as "Lessor" and (ii) Thornton Oil Corporation, a Delaware Corporation, hereafter referred to as "Lessee".

WITNESSETH:

The parties hereto are the parties to a "Ground Lease Agreement" dated November 15, 1991. The "Ground Lease Agreement" as it may from time to time be amended, is hereafter referred to as the "Agreement."

NOW, for and in consideration of the sum of One Dollar (\$1.00) and the mutual agreements contained herein and in the Agreement and in further consideration of the payment of rentals, the adequacy of all of which is hereby acknowledged, and in order to perfect of record the leasehold interests and additional rights of Lessor and Lessee in and to the real property described the attached Exhibit A, Lessor and Lessee are agreed, and intending to be bound do hereby agree, all as follows:

1. Lease. Lessor leases to Lessee, and Lessee leases from Lessor, the real property in Cook, County, Illinois described on the attached Exhibit A and made a part hereof, together with all easements, rights, licenses, and appurtenances used in connection therewith or belonging thereto.

2. Term. The term of this Lease shall commence November 15, 1991, and shall continue for a period of (10) years.

3. Use. Lessee shall have the right to use the Premises for any lawful purposes.

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4. Improvements. Lessee shall have the unrestricted right to demolish all existing structures and other improvements on the Premises provided Lessee constructs new improvements thereon, and to renovate, rebuild, repair, replace and reconstruct such new improvements in and on the Premises without the consent of any person and without regard to the number of years remaining of the term of this Lease at the time of any such construction, renovation, demolition, rebuilding, repair, replacement or reconstruction. Fee simple title to improvements on the Premises, including additions, alterations, restorations, repairs or replacement thereto, shall remain in Lessee during the term of this Lease. Upon the expiration or other termination of this Lease, Lessee shall quitclaim to lessor free of any encumbrances, except the lien of taxes not yet due, all permanent structures and improvements then existing in and on the Premises.

5. Equipment Financing. Lessee shall have the right to lease or otherwise obtain financing with respect to its furniture, fixtures, and equipment, and Lessor agrees to execute any consents, approvals or waivers that may be required by a lessor or lender in connection therewith.

6. Lessee's Mortgage. Lessee shall have the right to encumber its leasehold interest in the Premises subject to limitations, conditions and requirements set forth in the Agreement.

7. Lessee's Option to Purchase. Lessee shall have the option to purchase the Premises subject to limitations, conditions and requirements set forth in the Agreement.

8. Incorporation of Agreement. All of the terms, covenants, conditions and agreements in the Agreement are hereby incorporated herein by this reference. Lessor and Lessee agree to observe, conform to and to comply with all of the terms, covenants, conditions and agreements so incorporated herein. The execution, delivery and recording of this Lease are not intended to and shall not change, modify, amend or enlarge the Agreement but are intended to provide a record of the leasehold interest and additional rights in the Premises of Lessor and Lessee, respectively, pursuant to this Lease and the Agreement.

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IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year above set forth.

LESSOR:

Foursome Partners, a Kentucky
General Partnership



Paul J. Perconti,
Managing Partner

LESSOR'S ADDRESS:
10101 Linn Station Road
Louisville, Kentucky 40223

LESSEE:

Thornton Oil Corporation



David A. Bridgers
General Counsel

LESSEE'S ADDRESS:
10101 Linn Station Road
Louisville, Kentucky 40223

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STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

Before me, a notary public in and for said county and state, personally appeared Paul J. Perconti, to me known to be the the managing partner of Foursome Partners, a Kentucky General Partnership, who executed the within and foregoing instrument, who acknowledged that the same is his free act and deed and the free act and deed of the partnership for the uses and purposes set forth herein.

Witness my hand and seal this 15th day of November, 1991.

My commission expires: 11-22-95

J. Gaylen Mattingly
Notary Public

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

Before me, a notary public in and for said county and state, personally appeared David A. Bridgers, General Counsel of Thornton Oil Corporation, to me known to be the person who executed the within and foregoing instrument, who acknowledged that he is duly authorized to execute such instrument on behalf of the corporation and that the same is the free act and deed of the corporation for the uses and purposes set forth herein.

Witness my hand and seal this 15th day of November, 1991 .

My commission expires: 11-22-95

J. Gaylen Mattingly
Notary Public

THIS INSTRUMENT PREPARED BY mail to:

David A. Bridgers
David A. Bridgers
General Counsel
Thornton Oil Corporation
10101 Linn Station Road
Louisville, Kentucky 40223
(502) 425-8022

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EXHIBIT A

The South 266.90 feet of the North 333.45 feet of Block 14 (Except that part of Block 14 taken for the widening of Cicero Avenue) in Arthur T. McIntosh's Addition to Midlothian Farms, being a subdivision of the Southwest 1/4 of the South East 1/4 and the East 1/2 of the South East 1/4 of Section 9, the West 1/2 of the Southwest 1/4 and the West 33/80 of the East 1/2 of said Southwest 1/4 of Section 10, Township North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, excepting therefrom all aboveground and underground buildings and improvements now located on the land.

Permanent Real Estate Index Number: 28-10-300-095-0000

Address of Property: 14805 S. Cicero Avenue, Oak Forest, Illinois.

Property of Cook County Clerk's Office

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