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TOC #3 Orland Park, Illinois 92361581

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LEASE CANCELLATION AGREEMENT

(Affects Document 89003697

THIS LEASE CANCELLATION AGREEMENT is made and entered

> First National Bank of Lockport As Trustee under Trust Agreement dated as of September 19, 1988 and known as Trust No. 72-20840 800 South State Street Lockport, Illinois 60441

("Lessor"),

THORNTON OIL CORPORATION 10101 Linn Station Road, Suite 200 Louisville, Kentucky 40223

("Lessee")

AND

THP Partners Suite 200 STM Plaza West 10101 Linn Station Road Louisville, Kentucky

("Thornton").

WITNESSETH:

- Pursuant to the terms of a Lease dated December 16, 1988, a memorandum of which is of record at Documer: 89003697 in the Office of the Recorder of Cook County, Illinois (the "Lease"), Lessor leased to Lessee the real property located in Orland Park, Cook County, Illinois described in Exhibit A attached hereto and made a part hereof, together with all easements, rights, Ticenses, and appurtenances used in connection therewith or belonging thereto (the "Land"); together with the buildings, structures and other improvements now standing, constructed or placed on the Land; and together with all fixtures and equipment constructed or placed thereon or in the buildings or other improvements standing thereon. All of the foregoing is hereinafter referred to collectively as the "Leased Property."
- On the date hereof (the "Effective Date"), Lessor, THP, and Lessee hereby terminate and cancel the Lease.
- Lessor, THP, and Lessee each hereby release and discharge the other from any and all respective rights, duties, and obligations arising under the Lease from and after the Effective Date.

It is expressly understood and Trustee's Exculpation. agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Lessor, while in form purporting (except as herein otherwise expressed and except Lessor warrants that it has authority to execute this Lease Cancellation Agreement) to be the representations, covenants, undertakings and agreements of Lessor, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by Lessor personally, but are made and intended for the purpose of binding only that portion of the trust property specifically leased under the Lease, and this Lease Cancellation Agreement is executed by and delivered by Lessor not in its own right, but solely in the exercise or the powers conferred upon it as such Trustee, that no duty shall rest upon Lessor to sequester the trust estate or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Lessor, or any of the beneficiaries under the Trust Agreement, on account of this Lease Cancellation Agreement or on account of any representations, covenants, undertakings of agreements of Lessor, in this Lease Cancellation Agreement contained either expressly or impliedly, all such personal liability, if any, being expressly waived and released by Lessee herein and ty all persons claiming by, through or under Lessee.

IN WITNESS WHEREOF, Lessor, Lessee and Thornton have entered into this Lease Cancellation Agreement on the dates set forth below.

ATTEST:

Mina Beavers
Title: VICE RESIDENT

FIRST NATIONAL BANK OF LOCKPORT, not personally, but as Trustee under Trust No. 72-20840

By: MMAX Trust Officer

<u>BULLUUR</u> [Seal]

ATTEST:

Title: Grand Const

THORNTON OIL COMPORATION

David M. Brauckmann

David M. Brauckmann Vice President-Finance

THIS INSTRUMENT IS EXECUTED BY THE
FIRST NATIONAL BANK OF LOCKPORT.
NOT PERSONALLY BUT SOLCLY AS TRUSTEE AS AFORESAND.
ALL THE COMPNANTS AND

ALL THE COVENANTS AND
CONDITIONS TO BE PERFORMED HEREUNDER
BY THE FIRST NATIONAL BANK OF LOCKPORT
ARE UNDERTAKEN BY IT SOLELY AS TRUSTES
AS AFORESAID AND NOT INDIVIDUALLY
AND NO PERSONAL LIABILITY
SHALL BE ASSERTED OR BE ENFORCEABLE
AGAINST THE FIRST NATIONAL BANK OF LOCKPORTS
BY REASON OF ANY OF THE COVENANTS
STATEMENTS, REPRESENTATIONS OR
WARRANTIES CONTAINED IN THE INSTRUMENTS

THP D	Parti	ner		Per	
_	One	of	its	General	Partners

county of <u>Jefferson</u>) ss:

I, the undersigned notary public in and for said County, in the State aforesaid, do hereby certify that Paul December a general partner of THP Partners, a Kentucky general partnership, 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, and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of Opril, 1992.

My commission expires: 173395

19942

Notary Public

I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that David M. Brauckmann, Vice President-Finance of Thornton Oil Corporation, and David A. Bridgers of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing inscrument as such Vice President, and General Counsel, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth and the said General Counsel did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as her/his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes set forth.

Given under my hand and notarial seal this 1st day of April , 1992. My commission expires: 120.96 Notary Public
STATE OF ILLINOIS) SS: COUNTY OF White) I, the undersigned Notary Public in and for said County, in the State afcresaid, do hereby certify that Donna J. Wroblewski Trust Officer of the First National Bank of Lockport and Nina Beavers of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officerari Vice President , respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Vice President did also then and there acknowledge that (s)he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as hel/his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and
purposes set forth.
Given under my hand and notarial seal this 22nd day of May, 1992.
My commission expires: 5/16/95
Auti (Woork Notary/Public THIS, INSTRUMENT PREPARED BY:
Neil W. Kurkel WYATT, TARRANT & COMBS Citizens Plaza Louisville, Kentucky 40202 (502) 589-5235

Exhibit List

A - Legal Description of Land

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Proberty of Cook County Clerk's Office

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UNOFFICIAL₃COPY

EXHIBIT A

Lot 1 in Thornton Estates, a resubdivision of Lots 42, 43 and 44 in Veritas East Subdivision of part of the South East 1/4 of the South West 1/4 of Section 13, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clark's Office

MAIL TO:

Theraton O.K Cor. 10101 LINA STATION RE Louisvier, Ky HOLLE

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