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AGREEMENT TO TERMINATE LEASE

THIS AGREEMENT TO TERMINATE LEASE is made and entered into as of this 29th day of July, 1993, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated July 21, 1992, and known as Trust No. 115807-01 (hereinafter called "Landlord") and EAGLE FOOD CENTERS, INC., a Delaware corporation (hereinafter called "Tenant").

W I T N E S S E T H: . DEPT-01 RECORDING \$27.50
. T#0003 TRAN 3595 07/29/94 15:13:00
. #5588 EB *-94-672838
COOK COUNTY RECORDER

WHEREAS, there is in existence a certain Lease dated June 15, 1990, as amended by First Amendment to Lease dated December 2, 1991, and as further amended by Second Amendment to Lease dated November 12, 1992, by and between Orland Hills I Partnership, an Illinois general partnership (to all of whose right, title and interest Landlord has heretofore succeeded) and Tenant providing for the demising of a certain retail building for Tenant's occupancy to be constructed in Orland Towne Center, Orland Hills, Illinois; and

WHEREAS, due to unforeseen circumstances, Tenant has requested Landlord to terminate said Lease and all of Tenant's obligations thereunder, and Landlord has agreed to such termination in consideration of the payment, agreements and covenants made by Tenant to Landlord all as hereinafter provided;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Effective as of the date upon which Landlord receives the payment from Tenant referenced in paragraph 2 hereof, the Lease is hereby terminated and of no further force and effect between the parties. Neither party shall have any further rights or obligations arising out of the execution of the Lease or the circumstances surrounding the proposed leasing, construction or development of Orland Towne Center.

2. In consideration of Landlord's agreement to terminate the Lease, Tenant shall pay to Landlord on or before August 2,

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1993, the sum of SEVEN HUNDRED AND TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$725,000.00) by certified check or wire transfer of funds to Landlord's account. Such payment shall be in full and final accord and satisfaction and settlement of any and all obligations of Tenant to Landlord arising in any manner out of the execution of the Lease by Tenant or Tenant's involvement in Orland Towne Center.

3. In addition to the foregoing payment by Tenant to Landlord, Tenant shall also discharge any claims of Raymond Lewick and Associates against Landlord for architectural services performed or allegedly performed for Landlord in connection with the Premises demised to Tenant by the Lease. Tenant shall indemnify and save and hold harmless Landlord from any claims so asserted. *

IN WITNESS WHEREOF, each of the parties has hereunto set their hands and seals as of the day and year first above written.

4. In consideration of Landlord's agreement to terminate the Lease, Eagle hereby agrees to relinquish any and all rights or interest it may have in the so-called Eagle Advance as defined in that certain construction loan agreement dated November 18, 1992 between Landlord and Fleet National Bank. In addition, any present assignment by Landlord to Eagle of any rights in the Fleet loan are hereby terminated.

LANDLORD

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated July 21, 1992, and known as Trust No. 115907-01

By: [Signature]
Its Regional Vice President

TENANT

EAGLE FOOD CENTERS, INC., a Delaware corporation

By: Herbert T. Dillier
Its Vice President

This instrument is executed by the undersigned Land Trustee, not personally but solely as trustee in the exercise of the power and authority conferred upon and vested in it as such trustee. It is expressly understood and agreed that all of the warranties, indemnities, covenants, conditions, undertakings and agreements herein made on the part of the Trustee and undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

CONSENT OF FLEET NATIONAL BANK

Fleet National Bank, a national banking association, having its principal place of business at 111 Westminister Street, Suite 800, Providence, Rhode Island 02903 does hereby consent to the



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foregoing Agreement to Terminate Lease and agrees to be bound by all of the terms and conditions contained therein.

FLEET NATIONAL BANK,
a national banking association

By: *[Signature]*
Its *Vice President*

CONSENT OF ORLAND TOWNE CENTER LIMITED PARTNERSHIP

Orland Towne Center Limited Partnership, an Illinois general partnership, the sole beneficiary of American National Bank and Trust Company of Chicago Trust No. 115807-01 does hereby consent to the foregoing Agreement to Terminate Lease and agrees to be bound by all of the terms and conditions contained therein.

ORLAND TOWNE CENTER
LIMITED PARTNERSHIP

By: Orland Towne Center, Inc.
Its General Partner

By: *[Signature]*
Its

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE SHOPPING CENTER

Lots 1, 2, 3, 4, 5 and 6 in Orland Towne Center Subdivision, being a subdivision of part of the Northeast Quarter of Section 22, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 159th Street and 94th Avenue, Orland Hills, Illinois

P.I.N.: 27-22-101-013-0000
27-22-101-014-0000
27-22-101-015-0000
27-22-101-020-0000
27-22-101-021-0000

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DEBBIE SWADE

SCHAIN, FISCH & BUENY

222 N. LA SALLE

Suite 1910

CHICAGO, IL 60601

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