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TERMINATION OF GROUND LEASE

This TERMINATION OF GROUND LEASE, dated as of the 1ST day of October, 1994, is made by and between Lincoln Village Investments Limited Partnership, an Illinois limited partnership ("Partnership"), and Amalgamated Trust and Savings Bank, not personally, but solely as trustee for Trust Number 2142, ("Fee Owner").

WHEREAS, the Fee Owner is the legal and fee simple owner of that certain shopping center located in Chicago, Illinois and commonly known as Lincoln Village Shopping Center and legally described on Exhibit "A" attached hereto (the "Center"), subject to that certain Lease of Ground and Improvements, dated as of March 18, 1988, and amended by First Amendment to Lease of Ground and Improvements, dated November 30, 1988, demising the Center to the Partnership (the "Ground Lease"); and

WHEREAS, a memorandum of the Ground Lease was recorded on March 23, 1988, as Document Number 88119668; and

WHEREAS, the Fee Owner and its beneficiary, Lincoln Village Associates, an Illinois limited partnership ("LVA"), have agreed to sell the Center to the Partnership on the terms and conditions set forth in that certain letter agreement between the Partnership, the Fee Owner and LVA, dated as of September 27, 1994 (the "Letter Agreement"); and

WHEREAS, on the date first stated above, the Partnership is consummating its acquisition of the Center from the Fee Owner and LVA, pursuant to the terms and conditions of the Letter Agreement; therefore, the Partnership and the Fee Owner wish to terminate the Ground Lease.

NOW THEREFORE, in consideration of the terms and conditions of the Letter Agreement, the purchase and sale of the Center, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Fee Owner and Partnership hereby agree that the Ground Lease shall automatically terminate, and be of no further force and effect, upon the Fee Owner's delivery to the Partnership of the Trustee's Deed pursuant to which fee simple title to the Center is transferred and conveyed to the Partnership. The Fee Owner and the Partnership further acknowledge and agree that, from and after the termination of the Ground Lease, and except as otherwise expressly provided in the Letter Agreement and a certain Indemnity Agreement by and between the Partnership, the Fee Owner and LVA, none of the Fee Owner, LVA and the Partnership shall have any further rights, obligations, liabilities or responsibilities, of any nature whatsoever, with respect to the terms and provisions of the Ground Lease and any liabilities and obligations imposed thereunder.

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DEPT-01 RECORDING
140011 TRAN 4/11 10/13/94 16:06:00
48817 & RV *-94-881339
COOK COUNTY RECORDER

\$31.00

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BOX
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IN WITNESS WHEREOF, the Fee Owner and the Partnership have executed this Termination of Ground Lease on the date first set forth above.

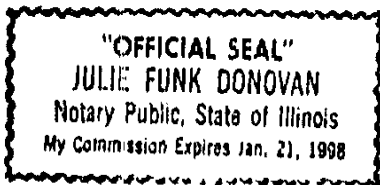
LINCOLN VILLAGE INVESTMENTS
LIMITED PARTNERSHIP, an
Illinois limited partnership

By: Tomasz/Shidler Investment
Corporation, its sole
general partner

By: [Signature]
Its: President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Termination of Ground Lease was acknowledged before me this 11th day of October, 1994 by Michael T. Tomasz the President of Tomasz/Shidler Investment Corporation, an Illinois corporation, a general partner of Lincoln Village Investments Limited Partnership, an Illinois limited partnership, on behalf of the partnership.



[Signature]
Notary Public

Commission Expires: 1/21/98

AMALGAMATED TRUST AND SAVINGS BANK,
not personally, but solely as
Trustee for Trust Number 2142

By: _____
Its: _____

Attest:

By: _____
Its: _____

94864009

Please return to: Jim Shaw
Licor Title Insurance
203 N. LaSalle, Suite 1400
Chicago, IL 60601
Re: 94-2258-14
RUS

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

The foregoing Termination of Ground Lease was acknowledged before me this ____ day of October, 1994 by _____, the _____ and _____, the _____ of Amalgamated Trust and Savings Bank, solely in its capacity as trustee, on behalf of the trustee.

Notary Public

Commission Expires: _____

Prepared by and after
recording return to:

Suzanne Bessette-Smith
Shefsky & Froelich Ltd.
444 North Michigan Avenue
Suite 2300
Chicago, Illinois 60611

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the Fee Owner and the Partnership have executed this Termination of Ground Lease on the date first set forth above.

LINCOLN VILLAGE INVESTMENTS
LIMITED PARTNERSHIP, an
Illinois limited partnership

By: Tomasz/Shidler Investment
Corporation, its sole
general partner

By: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Termination of Ground Lease was acknowledged before me this _____ day of October, 1994 by _____ the _____ of Tomasz/Shidler Investment Corporation, an Illinois corporation, a general partner of Lincoln Village Investments Limited Partnership, an Illinois limited partnership, on behalf of the partnership.

Notary Public

Commission Expires: _____

AMALGAMATED TRUST AND SAVINGS BANK,
not personally, but solely as
Trustee for Trust Number 2142

By: _____
Its: SENIOR VICE PRESIDENT

Attest:

By: Edward C. Breyer
Its: VICE PRESIDENT

This instrument is executed by AMALGAMATED BANK OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by AMALGAMATED BANK OF CHICAGO are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be assumed or be enforceable against AMALGAMATED BANK OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

94882329

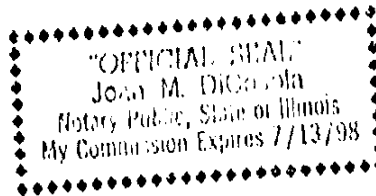
UNOFFICIAL COPY

STATE OF ILLINOIS)
) **
COUNTY OF COOK)

The foregoing Termination of Ground Lease was acknowledged before me this 6th day of October, 1994 by IRVING B. POLAKOW, the SENIOR VICE PRESIDENT and EDWARD C. SWELGARD, the Vice President of Amalgamated Trust and Savings Bank, solely in its capacity as trustee, on behalf of the trustee.

Jean M. DeGola
Notary Public

Commission Expires: 7-13-98



Prepared by and after recording return to:

Suzanne Bessette-Smith
Shefsky & Froelich Ltd.
444 North Michigan Avenue
Suite 2300
Chicago, Illinois 60611

Property of Cook County Clerk's Office

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EXHIBIT "A"

That part of the North East Fractional 1/4 of Section 02, Township 40 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at the intersection of the West line of the right of way of the Sanitary District of Chicago and the center line of Lincoln Avenue as formerly located, thence Northwesterly along the center line of Lincoln Avenue as formerly located 1200 feet; thence Northeasterly on a line at right angles to said center line of Lincoln Avenue, 168.8 feet; thence East 679.5 feet to said West line of the right of way of the Sanitary District of Chicago, thence Southerly along the West line of said right of way 918.73 feet to the point of beginning (except that part lying Southwesterly of a line 83 feet Northeasterly of and parallel to the Southerly or Southwesterly line of Lincoln Avenue as formerly located) and excepting that part of the premises in question described as follows.

That part of the North East 1/4 of Section 02, Township 40 North, Range 13 East of the Third Principal Meridian described as follows:

Commencing at the intersection of the center line of Lincoln Avenue and the center line of Kimball Avenue extended North, thence Northwesterly 20.90 feet along the center line of Lincoln Avenue to a point; thence Northeasterly 50 feet along a line forming an angle of 90 Degrees with the last described course, to a point on the Northeasterly right of way line of Lincoln Avenue, which is the point of beginning, beginning at aforesaid described point, thence Northeasterly 118.80 feet, along a line forming an angle of 90 Degrees with the Northeasterly right of way line of Lincoln Avenue to a point; thence Easterly 93.58 feet along a line forming an angle of 49 Degrees 16 Minutes to the right with a prolongation of said last described course to a point; thence Southwesterly 179.85 feet along a line forming an angle of 130 Degrees 44 Minutes to the right with a prolongation of said last described course to a point on the Northeasterly right of way line of Lincoln Avenue; thence Northwesterly 70.90 feet along the Northeasterly right of way line of Lincoln Avenue to the point of beginning, as condemned for Kimball Avenue on petition of the City of Chicago, filed July 6, 1933, Case 8-271453 Circuit Court of Cook County, Illinois.

13-02-020-027
13-02-020-028
13-02-035-5002

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