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LEASE TERMINATION AGREEMENT

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THIS LEASE TERMINATION AGREEMENT is made as of the 18th day of January, 1994 by and between LASALLE NATIONAL TRUST, N. A., as successor Trustee to LaSalle National Bank, solely, as Trustee under Trust Agreement dated October 31, 1977 and known as Trust Number 10-22438-08 ("Landlord"), and PLYMOUTH PLACE, INC., an Illinois not-for-profit corporation ("Tenant").

WITNESSETH

33 BMT

A. Landlord and Tenant have previously entered into that certain "Ground Lease (for Parking Lot) between LaSalle National Trust, N.A., successor trustee to LaSalle National Bank, not personally but solely as trustee under a trust agreement dated October 31, 1977 and known as trust number 10-22438-08, Landlord, and Plymouth Place, Tenant," dated September 28, 1990, as amended by writings dated November 9, 1990 and March 20, 1991 (the "Lease") whereby Tenant leased from Landlord a parking lot located at the Village Market Shopping Center in LaGrange Park, Illinois (the "Premises"), which are legally described on Exhibit A attached hereto and incorporated herein.

B. Landlord, Tenant and Woodmen of the World Life Insurance Society, the sole beneficiary of Landlord ("Woodmen"), have entered into a Settlement Agreement and Mutual Release dated January 18, 1994 (the "Agreement"), whereby, among other things, Landlord and Tenant have agreed to terminate the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Agreement, Landlord and Tenant hereby agree as follows:

1. **Defined Terms.** All terms used herein shall have the same meaning as in the Lease unless otherwise defined herein.

2. **Termination of Lease.** The Lease shall terminate effective on January 18, 1994 (the "Termination Date") as if the Termination Date were set forth in the Lease as the expiration date of the term of the Lease. Tenant shall vacate and deliver possession of the Premises to Landlord in the manner set forth in the Lease on or before 11:59 p.m. on the Termination Date.

3. **Rent and Other Charges.** From and after January 18, 1994, Tenant shall have no other or further payment obligations under the Lease.

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4. **Certification to Landlord.** Tenant hereby certifies, with respect to Tenant's rights, title and interest in, to and upon the Premises, that the following statements are true as of the date hereof and will be true on the Termination Date:

- (a) Tenant owns and holds the entire interest of Tenant under the Lease;
- (b) There exist no subleases, licenses or other agreements of any nature whatsoever between and among Tenant and any other person(s) affecting the Premises or any part thereof or any interest therein;
- (c) Tenant has not assigned or encumbered Tenant's interest under the Lease or any part thereof or any interest therein;
- (d) No contracts for the furnishing of any labor or materials with respect to improvements or alterations in or about the Premises have been let by Tenant or are outstanding that have not been performed and satisfied;
- (e) Tenant has ceased all possession of the Premises and all materials of any kind stored on, or located at, the parking lot by any person other than Landlord have been removed by Tenant at its sole cost and expense; and
- (f) Tenant has full authority to execute and deliver this Lease Termination Agreement.

5. **Exculpation of Landlord.** It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, (i) that all of the representations, warranties, covenants, undertakings and agreements herein made on the part of Landlord while in form purporting to be the representations, warranties, covenants, undertakings and agreements of Landlord are, nevertheless, each and every one of them, made and intended, not as personal representations, warranties, covenants, undertakings and agreements by Landlord or for the purpose or with the intention of binding Landlord personally, but are made and intended for the purpose only of subjecting Landlord's interest in the Premises to the terms of this agreement and for no other purpose whatsoever, and that in case of default hereunder by Landlord (or default through, under or by any of its beneficiaries or agents or representatives of said beneficiaries), Tenant shall look solely to the interest of Landlord in the Premises; (ii) that this agreement is executed and delivered by Landlord not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and (iii) that neither the Landlord nor any of Landlord's beneficiaries shall have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, and that no personal liability or personal responsibility of any sort is assumed by or shall at any time be asserted or enforceable against Landlord, individually or personally, but only as Trustee under the provisions of a Trust Agreement dated October 31, 1977, and known as Trust No. 10-22438-08, or against any of the beneficiaries under said Trust Agreement, or their respective

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agents, on account of this agreement or on account of any representation, warranty, covenant, undertaking or agreement of Landlord in this agreement contained, either express or implied, all such personal liability, if any, being expressly waived and released by Tenant and by all persons claiming by, through or under Tenant.

IN WITNESS WHEREOF, the parties have executed this Lease Termination Agreement as of the date first written above.

LANDLORD:

LASALLE NATIONAL TRUST, N. A.,
as successor trustee to LaSalle National
Bank, not personally, but solely as Trustee
under Trust Agreement dated October 31,
1977 and known as Trust No. 10-22438-08

ATTEST:

By: Nancy A. Stacie
Its: Assistant Secretary

By: [Signature]
Its: SR VICE PRESIDENT

TENANT:

PLYMOUTH PLACE, INC., an Illinois
not-for-profit corporation

ATTEST:

By: _____
Secretary,
Board of Directors of
Plymouth Place, Inc.

By: _____
Howard H. Hutchinson,
President, Board of Directors
of Plymouth Place, Inc.

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agents, on account of this agreement or on account of any representation, warranty, covenant, undertaking or agreement of Landlord in this agreement contained, either express or implied, all such personal liability, if any, being expressly waived and released by Tenant and by all persons claiming by, through or under Tenant.

IN WITNESS WHEREOF, the parties have executed this Lease Termination Agreement as of the date first written above.

LANDLORD:

LASALLE NATIONAL TRUST, N. A.,
as successor trustee to LaSalle National
Bank, not personally, but solely as Trustee
under Trust Agreement dated October 31,
1977 and known as Trust No. 10-22438-08

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

TENANT:

PLYMOUTH PLACE, INC., an Illinois
not-for-profit corporation

ATTEST:
By: *Gloria E. Bealick*
Secretary,
Board of Directors of
Plymouth Place, Inc.

By: *Howard P. Hutchinson*
Howard P. Hutchinson,
President, Board of Directors
of Plymouth Place, Inc.

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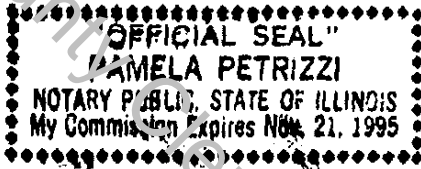
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, PAMELA PETRIZZI, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that ^{Senior Vice President} Joseph W. Lanzetta of LaSalle National Trust, N.A., and NANCY A. STACK, Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ^{Senior} Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 19th day of January, A.D. 1994.

Pamela Petrizzi
Notary Public



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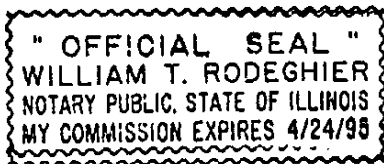
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that HOWARD H. HUTCHINSON, personally known to me to be the President of the Board of Directors of Plymouth Place, Inc., an Illinois not-for-profit corporation, and GLORIA E. BIALEK, personally known to me to be the Secretary of the Board of Directors of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary of the Board of Directors, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 13th day of January, 1994.



William T. Rodeghier

NOTARY PUBLIC

My Commission Expires: 4-24-95

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

That part of the SE 1/4 of Section 33, Township 39 North, Range 12, East of the Third Principal Meridian, described as follows: Beginning at a point 650 ft. north of the south line of Section 33 and 2150.93 ft. west of the east line thereof; thence east and parallel to said south section line, 290 ft.; thence south and parallel to said east section line, 120 ft.; thence west and parallel to said south section line, 290 ft.; thence north and parallel to said east section line, 120 ft. to the place of beginning;

also

Easement for benefit of above parcel, as created by deed from Plymouth Place, Incorporated, an Illinois corporation, dated January 22, 1954, and recorded March 9, 1954, as Document 15850328, for construction and maintenance of sewers, water mains and all public utilities over, upon, through and under the following described premises: the north 6 ft. of the south 650 ft. of the west 59.97 ft. of the east 1860.93 ft. of Section 33, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN 15-33-414-043

Village Market Shopping Center
LORANGE PARK, ILLINOIS

This document prepared by
AND after Recording return to:
RUDNICK & Wolfe
203 N. LaSalle Street Suite 1800
Chicago, Illinois 60601
ATTN: Janet B. Cory, Esq.

JBC0451

Exhibit A

Bx 333

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