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COOK COUNTY RECORDER

Unit No. 27

STATE OF Illinois)
) SS.
COUNTY OF Cook)

HOWARD JOHNSON FRANCHISE SYSTEMS, INC.
DECLARATION OF LICENSE AGREEMENT

The undersigned, HOWARD JOHNSON FRANCHISE SYSTEMS, INC., a Delaware corporation (the "Company"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but as Trustee under Trust Agreement dated December 3, 1985 and known as Trust Number 100388-00 (the "Trust") and INN OF O'HARE INTERNATIONAL LIMITED PARTNERSHIP, an Illinois limited partnership ("Inn of O'Hare") successor in interest to INN OF O'HARE INTERNATIONAL ASSOCIATES, an Illinois limited partnership ("Associates") (Trust and Inn of O'Hare are hereinafter collectively referred to as "Licensee"), declare as follows:

1. A License Agreement (the "License Agreement"), dated as of October 30, 1986 has been executed by the Company's predecessor in interest Howard Johnson Franchise System, Inc., the Trust and Associates pursuant to which the Company has granted to Trust and Associates the right and license to operate certain lodging premises located at 10249 West Irving Park Road, Schiller Park, Cook County, Illinois 60176, a legal description of which premises is attached hereto as Exhibit A (the "Premises"), as a "HOWARD JOHNSON" facility. Associates assigned all of its right, title and interest in and to the License Agreement to Inn of O'Hare pursuant to an Assignment and Assumption of Interest in Franchise Agreement dated December 29, 1988. The Company consented to the Assignment and Assumption. Such identification and operation is subject to the terms of the License Agreement and all amendments thereto and the policies, and standards established by the Company from time to time, provided that Licensee is solely responsible for the safety, security, operations and maintenance of the Premises, employment of all employees, agents and contractors, and the debts and contracts associated therewith.

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2. The term of the License to operate the Premises under the "HOWARD JOHNSON" name extends from the date Licensee gained possession of the Premises (the "Effective Date") for a period ending on September 30, 2006, subject to earlier termination as provided in the License Agreement. The license and the License Agreement may not be transferred, assigned, delegated, pledged, hypothecated, donated or conveyed without the prior written consent of the Company. The License Agreement establishes certain conditions that must be satisfied in connection with any transfer of the license. The request for consent must be submitted with the Company's standard license application at least fifteen (15) business days prior to a transfer of the Premises. The Company will require the transferee to pay its transfer fee and execute its standard form of License Agreement then offered to new licensees prior to approving the transfer. Transfers in violation of the License Agreement are void and subject the license to immediate termination without notice (or such other procedure as may be prescribed by local law). The Company will provide no services to the transferred Premises until the transferee executes the documentation required by the Company.

3. The Company has also licensed Licensee to use certain computer software necessary to connect the Premises with the Company's central reservation system. Such software license may not be transferred, assigned, delegated, donated, hypothecated, pledged or conveyed without the Company's prior written consent. The software license terminates concurrently with the license granted under the License Agreement. All software furnished under the software license remains the property of the Company.

4. If the license is terminated and the Licensee or party in possession of the Premises fails to remove all marks, signs and items bearing the licensed servicemarks and names, or return the reservation system software, manuals and other confidential materials furnished by the Company, the License Agreement authorizes the Company or its agents to enter the Premises without further notice or judicial process and remove all items bearing the licensed servicemarks and names, the software, the manuals and other confidential materials, upon tender of the purchase price of Ten Dollars (\$10.00) in cash.

5. The Company may release this instrument at any time by filing notice of release in the records where this instrument is recorded. Licensee is not required to execute such notice.

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IN WITNESS WHEREOF, the parties have executed this declaration intending that it be filed for record in the real property records of the County in which the Premises are located.

LICENSEE:

INN OF O'HARE INTERNATIONAL LIMITED PARTNERSHIP, an Illinois limited partnership

By: **Spears Realty and Investment of Illinois Inc.**, its general partner

By: Wendell E. Spears
Wendell E. Spears, its President

COMPANY:

HOWARD JOHNSON FRANCHISE SYSTEMS, INC., a Delaware corporation

By: Russell A. Moserowitz
Russell A. Moserowitz
Vice President
Franchise Compliance

WITNESS: Glenn Z. Kotler

WITNESS: [Signature]
Glenn Z. Kotler

LAND TRUST:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but as Trustee as aforesaid

By: [Signature]
Its: TRUST OFFICER

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the authority conferred upon and vested in it as such Trustee. It is hereby certified that all of the warranties, indemnities, covenants, conditions and agreements herein made on the part of the Trustee are assumed by and shall at all times be the personal and sole responsibility of the Trustee and not of the American National Bank and Trust Company of Chicago, on account of any warranty, indemnity, covenant, condition or agreement of the Trustee in this instrument.

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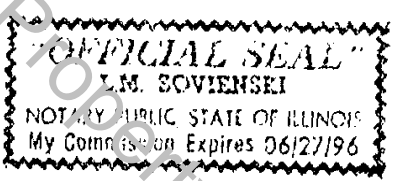
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STATE OF ILLINOIS }
COUNTY OF Cook } SS.

The foregoing instrument was acknowledged before me this _____ day of
~~FEB 24 1995~~ ^{FEB} 24 1995 by Anita M. [unclear] and
TRUST OFFICER
and _____

respectively, of American National Bank and Trust Company of Chicago, a national banking association, as Trustee, as aforesaid, on behalf of said banking association.

L. M. Sovienski
Notary Public



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ACKNOWLEDGEMENT

STATE OF New Jersey, COUNTY OF Morris ss:

On the 1st day of August, 1995, before me personally appeared Russell A. Mascanzani and Richard M. Saitman to me known, who, being by me duly sworn, did depose and say that they are the Vice President Compliance

(title)
and Assistant Secretary Howard Johnson Franchise Systems, Inc.
(title) (name of corporation/partnership)

described in and which executed the foregoing instrument; and acknowledged to me that they executed the same in their authorized capacities.

(NOTARY SEAL)

Sharon D. Bailey
(Notary Public)

My commission expires: _____

SHARMON D. BAILEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 19, 2000

This instrument prepared by and to be returned to: Joel R. Buckberg, Esq., HOWARD JOHNSON FRANCHISE SYSTEMS, INC., 339 Jefferson Rd., Parsippany, NJ 07054; (201) 428-9700.

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Exhibit A
to the certain Purchase and Sale Agreement
dated as of November 1, 1948
by and between Perry J. Snyderman ("Snyderman"),
Sheidon H. Ginsburg ("Ginsburg"),
(referred to collectively as "S/G") and
Wendell E. Spears ("Spears")

Legal Description

ALL THAT LAND LYING IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 'A':

THAT PART OF LOT 2 IN SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT, 557.684 FEET SOUTH OF THE NORTH WEST CORNER THEREOF, TO A POINT ON EAST LINE OF SAID LOT, 500 FEET SOUTH OF THE NORTH EAST CORNER THEREOF, EXCEPTING THEREFROM THAT PART THEREOF LYING NORTH OF A LINE WHICH INTERSECTS THE EAST AND WEST BOUNDARIES OF SAID LOT 2, 27.46 FEET SOUTH OF THE NORTH EAST AND NORTH WEST CORNERS THEREOF AS PER DOCUMENT 57C-6303 ALL IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 'B':

THAT PART OF LOT 2 IN SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT, 557.684 FEET SOUTH OF THE NORTH WEST CORNER THEREOF, TO A POINT ON EAST LINE OF SAID LOT, 500 FEET SOUTH OF THE NORTH EAST CORNER THEREOF, AND THE NORTH 8.98 FEET OF LOT 7 IN SAID SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOT 1 IN SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 1; THENCE NORTH ALONG WEST LINE OF SAID LOT 1 TO A POINT 500 FEET SOUTH OF NORTH WEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES TO RIGHT WITH LAST DESCRIBED LINE A DISTANCE OF 257.74 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE (SAID LINE RUNNING TO LEFT AND HAVING A RADIUS OF 5854.58 FEET) A DISTANCE OF 359.59 FEET TO A POINT ON SOUTH LINE OF SAID LOT 1, 214.50 FEET WEST OF SOUTH EAST CORNER OF SAID LOT 1; THENCE WEST ALONG SOUTH LINE OF SAID LOT 1 TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOT 8 IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 (EXCEPT THAT PART LYING NORTH OF IRVING PARK ROAD) OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF A CURVED LINE, SAID LINE BEING THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5,854.58 FEET AND INTERSECTS THE WEST LINE OF SAID LOT 8, 383.01 FEET NORTH OF ITS SOUTH WEST CORNER AND THE NORTH LINE OF SAID LOT 8, 214.5 FEET WEST OF ITS NORTH EAST CORNER IN COOK COUNTY, ILLINOIS.

P.L.N. 12-16-307-004-0000
P.L.N. 12-16-307-005-0000
P.L.N. 12-16-307-027-0000
P.L.N. 12-16-307-025-0000

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