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## LEASE TERMINATION AGREEMENT

This LEASE TERMINATION AGREEMENT entered into this 21<sup>st</sup> day of May, 1996 by and between RASHED ALI KAHN (hereinafter referred to as "Lessor") and WHITE HEN PANTRY, INC., a Delaware corporation (hereinafter referred to as "Lessee"):

WITNESSETH:

DEPT-01 RECORDING	\$27.50
T#2222 TRAN 9824 06/03/96 12:14:00	
#6622 # KB *-96-424957	
COOK COUNTY RECORDER	\$24.00

WHEREAS, Lessor's predecessor in interest and Lessee's predecessor in interest entered into a certain lease dated July 15, 1971 (hereinafter referred to as the "Lease") covering certain premises legally described on Exhibit AA attached hereto and made a part hereof (the "Premises") and commonly known as 6601 North Clark Street, Chicago, Illinois;

WHEREAS, the parties desire to terminate the Lease;

NOW, THEREFORE, in consideration of Sixteen Thousand Eight Hundred Twenty Six and No/100 Dollars (\$16,826.00) paid by Lessor to Lessee and the mutual promises and agreements herein contained and other good and valuable consideration, the parties hereto covenant and agree as follows:

1. Effective May 26, 1996 (the "Termination Date"), the Lease shall terminate and be of no further force and effect.
2. Lessor and Lessee hereby release and forever discharge each other, and their respective agents, employees, successors and assigns from all liability, claims and damages of any kind or nature which Lessor or Lessee, or their respective agents, employees, successors or assigns now have or at any time shall have against the parties released herein as a result of any matter, cause or thing whatsoever occurring on or prior to the Termination Date and arising out of or in connection with the Lease or Lessee's occupation or use of the Premises. Notwithstanding the foregoing and the cancellation of the Lease, the provisions of Sections 9.1 and 9.2 of the Lease shall continue to be effective with regard to any events occurring prior to the Termination Date.
3. Lessor agrees to accept the premises in an "as is" condition on the Termination Date and notwithstanding anything in the Lease to the contrary the Lessee shall not be obligated to make any repairs to the Premises.

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 11-31-413-007  
 11-31-413-008

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4. Notwithstanding termination of the Lease as provided herein, Lessee shall be liable for its share of rent, percentage rent, real estate taxes, insurance premiums and common area charges accrued prior to the Termination Date. The calculation of Lessee's pro rata share and the manner of payment thereof shall be determined by the terms of the Lease.

IN WITNESS WHEREOF, the undersigned have executed this LEASE TERMINATION AGREEMENT as of the date first above written.

WHITE HEN PANTRY, INC. <sup>155B</sup>

By 

Vice President

LESSEE



Rashed Ali Kahn

LESSOR

clark, chc, term.doc: 5/21/96



RASHED KHAN  
3016 W. TERONE  
CHICAGO, IL 60645

96  
MAY 21 1996  
CLERK OF COOK COUNTY

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EXHIBIT *AA*

Lots 21, 22 and 23 Block 6 in William L. Wallen's Addition to Rogers Park being a Subdivision of Lots 2 and 3 (except the West 17' thereof conveyed to the Chicago Northwestern Railway Company) in the subdivision of the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 41, Range 14 East of the Third Principal Meridian lying East of the Chicago Northwestern Railway in Cook County, Illinois.

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DU PAGE )

I, Charlotte M. Balk, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert Smith personally known to me to be the Vice President of White Hen Pantry, Inc. and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as Vice 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 notarial seal this 21st day of May, 1996.

My Commission expires:   
"OFFICIAL SEAL"  
Charlotte M. Balk  
Notary Public, State of Illinois  
My Commission Expires 5/17/97

Charlotte M. Balk  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DUPAGE )

I, DAVID A. CRACKEL, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that

RASHED ALI KAHN

personally known to me to be the same person \_\_\_\_\_ who executed the foregoing instrument, appeared before me this day in person and acknowledged that HE executed the foregoing instrument as HIS free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of MAY, 1996.

My Commission expires:

OFFICIAL SEAL  
DAVID A. CRACKEL  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. MAY 4, 1998

David A. Crackel  
Notary Public

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