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TERMINATION OF LEASE AND MUTUAL RELEASE

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THIS TERMINATION OF LEASE AND MUTUAL RELEASE (this "Termination Agreement") is made and entered into as of August 27, 1997, by and between FRANCHISE FINANCE CORPORATION OF AMERICA, a Delaware corporation (successor by merger to FFCA/IFP 1986 Property Company, a Delaware general partnership) ("Lessor"), and ROYCE-BERNARD FOOD GROUP, INC., an Illinois corporation (successor by merger to Wendi-City Corporation, an Illinois corporation) ("Lessee")

WITNESSETH:

WHEREAS, Lessor is the owner of that certain real estate located in Dolton, Cook County, Illinois, more specifically described in Exhibit A attached hereto, together with all buildings, structures, fixtures and improvements now located thereon (collectively, the "Premises");

WHEREAS, Lessor, as lessor, and Buyer, as lessee, entered into that certain lease dated as of October 30, 1987, with respect to the Premises (the "Lease"), a memorandum of which was recorded on November 6, 1987, as Instrument Number 87-601576 in the office of the Recorder of Cook County, Illinois;

WHEREAS, Lessor has agreed to sell the Premises to Lessee pursuant to an Agreement of Sale dated August 4, 1997; and

WHEREAS, in connection with such sale of the Premises, Lessor and Lessee desire to terminate the Lease and all of their rights and obligations thereunder.

NOW, THEREFORE, in consideration of the promises and the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Lease is hereby terminated as of the date first above written (the "Effective Date").

2. Lessee does hereby surrender, relinquish and release unto Lessor all of its right, title and interest in and to the Lease and the Premises, and in consideration of the release of the remainder of the term of the Lease and other good and valuable consideration, Lessor does hereby agree that Lessee shall be relieved and released from any liability for rents or other charges and all other lease obligations arising out of the Lease after the Effective Date, except to the extent such liabilities, charges or obligations accrued prior to the Effective Date or subsequently arise under Section 16 of the Lease.

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3. Except with respect to any claim that Lessor may have against Lessee under Section 16 of the Lease, Lessor and Lessee agree to and do hereby release and discharge one another, their employees, officers, directors (both past and present), agents, heirs, successors, assigns, subsidiaries, attorneys, affiliates and personal representatives from all claims and demands whatsoever, whether known or unknown, which either Lessor or Lessee may have now or hereafter have, or claim to have against each other by reason of the Lease arising after the Effective Date.

4. This Termination Agreement sets forth all terms, conditions and understandings between Lessor and Lessee with respect to the termination of the Lease, and there are no terms, conditions or understandings either oral or written between the parties hereto with regard to the termination of the Lease other than as set forth herein. No alteration, amendment, change or addition to this Termination Agreement shall be binding unless reduced to writing and signed by all of the parties hereto.

5. This Termination Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. This Termination Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, this Termination Agreement is executed by each party hereto as of the date first above written.

LESSOR:

FRANCHISE FINANCE CORPORATION
OF AMERICA, a Delaware corporation
(successor by merger to FFCA/IIP 1986
Property Company, a Delaware general
partnership)

By


Harold W. Vinson
Senior Vice President

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LESSEE:

ROYCE-BERNARD FOOD GROUP, INC.,
an Illinois corporation (successor by
merger to Wendi-City Corporation, an
Illinois corporation)

ATTEST:

By Bernard Smith
Its Vice Pres.

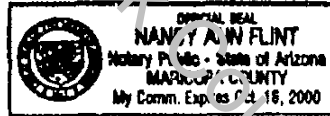
By Royce A. Simpson
Its President

STATE OF ARIZONA]
] SS.
COUNTY OF MARICOPA]

The foregoing instrument was acknowledged before me this 27 day of August, 1997, by Harold W. Vinson, Vice President of Franchise Finance Corporation of America, a Delaware corporation (successor by merger to FFCA/IIP 1986 Property Company, a Delaware general partnership), on behalf of the corporation.

[Signature]
Notary Public, Maricopa County, Arizona

My Commission Expires:
Oct 13, 2000

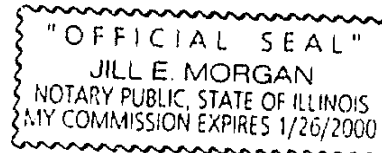


STATE OF ILLINOIS]
] SS.
COUNTY OF]

The foregoing instrument was acknowledged before me this 20th day of August, 1997, by Royce Simpson, Bernard Smith of Royce-Bernard Food Group, Inc., an Illinois corporation (successor by merger to Wendi-City Corporation, an Illinois corporation), on behalf of the corporation.

[Signature]
Notary Public, Cook County, Illinois

My Commission Expires:
1-26-2000



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BOX 333-CTI

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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: (773) 309-3000 FAX: (773) 309-3001
WWW.COOKCOUNTYCLERK.COM

100 N. LAUREL ST.

COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: (773) 309-3000 FAX: (773) 309-3001
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LESSEE:

ROYCE-BERNARD FOOD GROUP, INC.,
an Illinois corporation (successor by
merger to Wendi-City Corporation, an
Illinois corporation)

ATTEST:

By Bernard Smith
Its Vice Pres.

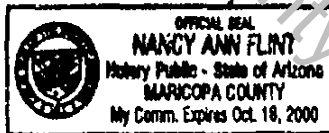
By Royce J. Simpson
Its President

STATE OF ARIZONA]
] SS.
COUNTY OF MARICOPA]

The foregoing instrument was acknowledged before me this 20 day of August, 1997, by Harold W. Vinson, Vice President of Franchise Finance Corporation of America, a Delaware corporation (successor by merger to FFCA/IIP 1986 Property Company, a Delaware general partnership), on behalf of the corporation.

Nancy Ann Flint
Notary Public, Maricopa County, Arizona

My Commission Expires:
Oct 18, 2000

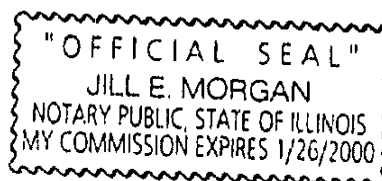


STATE OF ILLINOIS]
] SS.
COUNTY OF]

The foregoing instrument was acknowledged before me this 20 day of August, 1997, by Royce Simpson, Bernard Smith of Royce-Bernard Food Group, Inc., an Illinois corporation (successor by merger to Wendi-City Corporation, an Illinois corporation), on behalf of the corporation.

Jill E. Morgan
Notary Public, Cook County, Illinois

My Commission Expires:
1-26-2000



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EXHIBIT A

[Legal Description]

The West half of the South 222 feet of the West half of the West half of the West half of the North East Quarter of Section 11, Township 36 North, Range 14, East of the Third Principal Meridian, South of the center line of Michigan City Road, and which was recorded November 3, 1927 as Document 9830630, in Cook County, Illinois.

29-11.225-039-

• DEPT-01 RECORDING \$25.00
• T#0012 TRAN 6681 09/15/97 11:58:00
• \$8945 + CG *-97-676342
• COOK COUNTY RECORDER
• DEPT-10 PENALTY \$22.00

MAIL TO:

FFCA

17207 NORTH PERIMETER DRIVE
SCOTTSDALE, ARIZONA 85255-5402
ATTN: NANCY FLINT

97676342

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