

1591

AGREEMENT FOR TERMINATION OF LEASE

Lot 6 and a lot or parcel of land
24 feet in width, north and south, taken
off of and from the entire length of the
south side of lot 5 all as shown on the original
plat of the City of South Bend.'

Hold City of SB
Board

ST. JOSEPH CO. RECORDER
FILE NO. _____
MARIANNE SEACH
RECORDER

Key Nos. 18-1002-0044
18-1002-0044A

Nov 17 9 47 AM '92 9242856

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD
AGREEMENT FOR TERMINATION OF LEASE

~~Transfer _____~~
~~Taxing Unit _____~~
~~Date _____~~

This Agreement, entered into this 31st day of August, 1992, by and between the City of South Bend, Indiana, acting by and through its Board of Public Works, hereinafter referred to as "the City," and the South Bend Redevelopment Authority, a body corporate and politic organized under I.C. 36-7-14.5, hereinafter referred to as "the Authority,"

WITNESSETH:

WHEREAS, Trust No. 30560, an Indiana general partnership, by way of a Lease dated July 1, 1985, and recorded in the Office of the St. Joseph County Recorder on October 9, 1985, as Instrument Number 8522007, hereinafter referred to as the Lease, leased to the City approximately 20,850 square feet of space in the building situated on the following described real estate situated in St. Joseph County, Indiana:

Lot Numbered Six (6) and a lot or parcel of land twenty-four (24) feet in width, north and south, taken off of and from the entire length of the south side of Lot Numbered Five (5), all as shown on the Original Plat of the City of South Bend, Indiana,

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including approximately 2,900 square feet on the ground floor, 13,950 square feet on the second floor, and 4,000 square feet on the mezzanine (the entire mezzanine); and

WHEREAS, on August 26, 1992, the Authority purchased said real estate from Trust No. 30560; and

WHEREAS, on August 26, 1992, Trust No. 30560 assigned the Lease to the Authority; and

WHEREAS, the City and the Authority have determined that termination of the Lease and forgiveness of any and all unpaid rental payments due thereunder is in their best interests.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, AND BENEFITS CONFERRED HEREBY, THE CITY AND THE AUTHORITY AGREE AS FOLLOWS:

1. That to the extent the same is necessary, the Lease is hereby amended to allow for its termination and forgiveness of the rental due thereunder, and for the termination of the Easement, all under the terms and conditions hereof.

DULY ENTERED FOR TAXATION
BEVERLY D. CRONE
AUDITOR
ST. JOSEPH CO. INDIANA

2. That effective upon the date first written above, the Lease shall be and is hereby terminated and any and all unpaid rental due thereunder forgiven.

IN WITNESS WHEREOF, the undersigned hereto have executed this Agreement the date first written above.

SOUTH BEND REDEVELOPMENT
AUTHORITY

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS

Joseph Wroblewski
Joseph Wroblewski, President

John Leszczynski
John Leszczynski

James R. Caldwell
James R. Caldwell

ATTEST:

Donald K. Fewell
Donald K. Fewell, Secretary

Mary Hall Mueller
Mary Hall Mueller

ATTEST:

Sandra M. Parmerlee
Sandra M. Parmerlee, Clerk

This Lease was prepared by Jenny Pitts Manier, Chief Assistant City Attorney, 1400 County City Building, South Bend, IN 46601.

CAO2/L-TERM

ST. JOSEPH CO. RECORDER

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MARIANNE SEACH
RECORDER

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INDEXED

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS

SOUTH BEND REDEVELOPMENT
AUTHORITY

[Signature]
John Teschewsky, Treasurer

[Signature]
Joseph Wroblewski, President

[Signature]
John J. ...

[Signature]
Mary Ball, Member

[Signature]
Donald K. Powell, Secretary

ATTEST:

[Signature]
Sandis B. ...

This lease was prepared by Jerry Pitts Wampler, Chief Assistant City Attorney, 400 Casey City Building, South Bend, IN 46601.

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