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Cook County Recorder 69.50



STATE OF ILLINOIS)
)
COUNTY OF COOK)

AFFIDAVIT OF INTEREST

NOW COMES AutoZone, Inc. and being duly sworn oath deposes and states as follows:

1. AutoZone is the purchaser under a certain Real Estate Contract (the "Contract") a copy of which is attached hereto, for the purchase of property commonly known as 142 West Joe-Orr Road, in the County of Cook, City of Chicago Heights, State of Illinois and legally described as follows:

SEE ATTACHED LEGAL DESCRIPTION, P.L.N. # 32-17-302-034 (hereinafter "Property")

2. The Contact was accepted by the by the Seller

3. Purchaser Claims a right in the Property identified herein.

IN WITNESS WHEREOF, affiant sets his hand and seal this affidavit on this 12th day of October, 2000.

AutoZone, Inc.

BY: [Signature]

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 12th DAY OF
OCTOBER, 2000

[Signature]
NOTARY PUBLIC

MAIL TO:
TONY VALEVICIU
Brown, Udell & Pomerantz, Ltd.
2950 N. Lincoln Avenue
Chicago, Illinois 60657



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PARCEL 2: THE WEST 153.00 FEET OF THE NORTH 113.50 FEET OF THAT PART OF LOT B IN NORTH SIDE DIVISION, BEING A SUBDIVISION OF THE SOUTH 700 FEET OF THE NORTH 740 FEET OF THAT PART OF THE SOUTH 1/2 OF THE SECTION 17, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF CHICAGO ROAD (ALSO KNOWN AS CHICAGO VINCENNES ROAD) AND LYING EAST OF THE EASTERLY RIGHT OF WAY OF DIXIE HIGHWAY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 10 FEET SOUTH OF THE NORTH LINE OF LOT B AND 400 FEET EAST OF THE NORTHEAST CORNER OF LOT A IN NORTH SIDE DIVISION AFORESAID; THENCE EAST ALONG A LINE 10 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT B A DISTANCE OF 596 FEET; THENCE SOUTH ON A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 490 FEET; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT B A DISTANCE OF 596 FEET TO A POINT 400 FEET EAST OF THE EAST LINE OF SAID LOT A EXTENDED SOUTH; THENCE NORTH TO THE POINT OF BEGINNING.

PARCEL

Property of Clerk's Office

APPROVED, VERIFIED AND PASSED FOR SIGNING

[Signature]

Joe Orr Rd.
Chicago Heights, IL

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement"), dated as of April 24, 2000, by and between Orr Road Company, Inc., an Illinois corporation, (hereinafter "Seller"), and AutoZone, Inc., a Nevada corporation (hereinafter "Purchaser"), is for the purpose of setting forth all terms and conditions for the sale of the real property described hereinafter. The total purchase price is Two Hundred Thousand Dollars (\$200,000.00), payable all cash at the time of closing, of which the amount of Five Thousand Dollars (\$5,000.00) (hereinafter "Earnest Money") is a part. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase upon the terms, conditions and contingencies set forth in this Agreement, the real property situated in the City of Chicago Heights, County of Cook, State of Illinois, described as follows:

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No less than 153 feet of frontage on Joe Orr Rd. and a depth of approximately 113.50 feet, exclusive of any right of way, as depicted on Exhibit "A" attached hereto and made a part hereof (hereinafter "Property").

The exact legal description to be used in the Deed as hereinafter defined shall be the legal description provided by the survey described in the section of this Agreement entitled SURVEY AND SOIL BORINGS. The property identified as "Other Property" on Exhibit "A" is also called "Other Property" hereafter in this Agreement.

TERMS, CONDITIONS AND CONTINGENCIES OF PURCHASE AND SALE:

1. **DEPOSIT** Within ten (10) days following the Effective Date as hereinafter defined, Purchaser's check for the Earnest Money shall be delivered to the escrow agent listed in the section hereof entitled NOTICES (hereinafter "Escrow Agent"). Upon opening of escrow, the Earnest Money shall be deposited in escrow by the Escrow Agent.

2. **ACCEPTANCE** If this Agreement is not accepted by Seller and returned to Purchaser on or before ~~April 28, 2000~~ ^{May 12, 2000}, then this Agreement to purchase shall be automatically and unconditionally void, terminated and canceled in all respects and the parties shall have no further liabilities or obligations to each other. This Agreement is effective as of the date Purchaser receives a fully executed original of this Agreement (hereinafter "Effective Date"). Unless otherwise specified herein, this Agreement shall be deemed to be fully executed on the last date all necessary signatures and/or initials have been obtained.

CONDITIONS PRECEDENT If this Agreement is terminated on any grounds provided in this Agreement, or if any contingency, condition, covenant or warranty set forth in this Agreement has not been eliminated or complied with to the satisfaction of Purchaser or expressly waived in writing

INITIAL

[Handwritten initials in a circle]

by Purchaser, within the time limits and pursuant to the provisions of this Agreement, then this Agreement may be declared terminated, canceled, null and void in all respects, at Purchaser's option, the Earnest Money deposit shall be returned to Purchaser in full within fifteen (15) days, the escrow and this Agreement shall be terminated in all respects, and the parties shall have no further liabilities or obligations to each other. Notwithstanding the foregoing and any other provision of this Agreement to the contrary, termination of this Agreement shall not relieve Purchaser or Seller from their respective obligations to pay fees and expenses incurred in connection with this Agreement as provided herein.

4. **ESCROW** Within thirty (30) days following the Effective Date and acceptance of Purchaser's offer(s) to purchase the Other Property, an escrow shall be created by the Escrow Agent, to consummate the purchase and sale specified herein, which escrow shall have a time limit of and shall close in the office of the Escrow Agent listed in the section hereof entitled **NOTICES** on or before one hundred twenty (120) days following the Effective Date and acceptance of Purchaser's offer to purchase the Other Property unless extended as provided herein or unless extended in writing by the agreement of both parties. The escrow fees, and/or closing fees, if any pertaining to the purchase and sale of the Property, shall be paid one-half (1/2) by Seller and one-half (1/2) by Purchaser unless otherwise specifically stated herein.

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5. **TITLE EXAMINATION** As soon as reasonably possible following the Effective Date, Purchaser may, at Purchaser's cost, have the title to the Property, the Other Property and any easements appurtenant thereto examined, and obtain a commitment for title insurance on the Property and any easements appurtenant thereto, together with complete and legible copies of all documents which establish title or create exceptions to title set forth therein, including, but not limited to: covenants, conditions, restrictions, reservations, easements, plats of record, rights and rights of way of record, liens, encumbrances and other matters of record (hereinafter "Commitment"). Purchaser shall have forty five (45) days after receipt of the Commitment and survey described hereinafter, together with complete and legible copies of all documents creating such exceptions, within which to notify the Seller and Escrow Agent of Purchaser's disapproval of any exceptions to title thus disclosed to Purchaser. Seller shall remove all encroachments disclosed by the survey or title search prior to closing, at Seller's sole cost and expense, except for encroachments to or from the Other Property. Seller shall have until the time limit for closing of escrow within which to attempt to eliminate any unacceptable exceptions pertaining to the title of the Property. Purchaser shall promptly notify Seller of any other unacceptable exceptions to title either discovered by Purchaser other than by the procedure aforesaid or discovered subsequent to the above said issuance of Purchaser's

notice. If any unacceptable encroachments or other exceptions to title pertaining to the Property or Other Property are not eliminated prior to the time limit for closing of escrow, then Purchaser may (a) elect to terminate this Agreement without liability to Seller, or (b) withdraw its objection and complete the purchase of the Property as provided herein, or (c) force Seller to perform its obligations by suit for specific performance, in which event Purchaser shall be entitled to recover from Seller, Purchaser's court costs, attorneys' fees and incidental and consequential costs and damages. The policy of title insurance: (i) shall be an ALTA Extended Coverage Owner's Policy in a form approved by Purchaser, (ii) shall have general exceptions deleted via extended coverage and shall have standard and/or preprinted exceptions either deleted or covered by an endorsement, (iii) shall insure the title of the Property in the amount of the total purchase price of the Property set forth above, (iv) shall specifically insure the herein described survey's metes and bounds legal description of the Property, Other Property and any easements appurtenant thereto, and (v) shall be paid for by Seller (collectively hereinafter "Title Policy"). The Title Policy shall contain, as additional coverage, a standard ALTA approved escalator clause in an amount to be determined by Purchaser, in its sole and absolute discretion, for future improvements to the Property, which shall be paid for by Purchaser.

6. **GOVERNMENT NOTICES** By acceptance of this Agreement, Seller warrants that Seller has not received, nor is Seller aware of any notification from any building, safety or health department, or any other governmental or quasi-governmental authority or official requiring any work to be done on the Property or the improvements thereto. Seller further warrants and agrees that Seller will promptly furnish Purchaser copies of any and all such notices received by Seller prior to the closing of escrow. Upon learning of any work required by any such authority or official to the Property or the improvements thereto, Purchaser shall have ten (10) days to advise Seller of any such work that is objectionable to Purchaser, and unless Seller performs such work prior to the closing of escrow, Purchaser may elect to terminate this Agreement without liability to Seller or to complete the purchase of the Property.

7. **TRANSFER OF TITLE** Purchaser's obligations under this Agreement are contingent upon Purchaser receiving from Seller marketable, indefeasible and insurable fee simple title to the Property and from the sellers of the Other Property, free of all unacceptable exceptions to title and all leasehold interests, liens and encumbrances of record or not of record and any other imperfections in title of any nature whatsoever which are not acceptable to Purchaser, and with the warranties of Seller subject only to those specific matters of record not objected to by Purchaser and which will appear as exceptions in the Title Policy to be issued as provided herein. Otherwise,

Purchaser may terminate this Agreement without liability to Seller and/or exercise any other legal right that Purchaser may have hereunder or at law or equity. Prior to closing, Seller shall furnish the Escrow Agent or other closing agent Seller's tax identification number and any other information requested by the Escrow Agent or other closing agent in order to comply with any reporting requirements of any federal, state or local rule, regulation, statute or otherwise.

The Property is to be conveyed by a good and sufficient general warranty deed (hereinafter "Deed"), acceptable to Purchaser's counsel, running to Purchaser or Purchaser's nominee. The Property description to be used in the Deed to Purchaser shall be the metes and bounds legal description provided with the survey described hereinafter in this Agreement. In the Deed, Seller shall also convey to Purchaser any and all easements and appurtenances to the Property, including (expressly), but not limited to: a quitclaim of any and all right, title and interest Seller may have in and to any land lying in the right of way of any and all streets, alleys and ways adjoining the Property to the center line thereof.

At least five (5) days prior to closing of escrow, Seller shall deliver to the Escrow Agent a duly executed and acknowledged Deed and all other required documents as provided for herein, otherwise the closing of escrow will, at Purchaser's option, be postponed up until seven (7) days after the required documents have been provided to Purchaser. / *budget close language insert*

Seller shall pay the cost of any state and/or local documentary stamps, transfer tax and/or recordation tax to be attached to the Deed in accordance with requirements of all lawful governmental authorities. In addition, Seller shall prepare and pay the cost to prepare the Deed. If Purchaser obtains a loan on the Property, then Purchaser is to pay all expenses incident thereto and Purchaser shall pay for the recording of the Deed.

Seller shall execute and deliver to Escrow Agent at or prior to closing, a customary seller's affidavit and such other documents as may be reasonably requested by Purchaser, the Escrow Agent and/or the title insurer in order to close the purchase and sale and issue the Title Policy as required in this Agreement.

Seller covenants and agrees that, except for liens for current year real estate taxes and any indebtedness of Purchaser, at or prior to closing, Seller shall cause all encumbrances, security interests, injunctions, judgments and any other liens against the Property, whether securing indebtedness or not, to be fully released and discharged of record insofar as they affect or may affect the Property, all at Seller's sole cost and expense. If Seller does not convey title as required in this Section, then Purchaser may terminate this Agreement without liability to Seller

by written notice to Seller, in which event the Earnest Money and all Purchaser's due diligence costs shall be refunded to Purchaser.

8. **NOMINEE** Without being relieved of any liability under this Agreement, Purchaser reserves the right to take title to the Property in a name or nominee other than itself.
9. **PRORATIONS, ADJUSTMENTS AND EXPENSES** Real estate taxes shall be prorated as of the date of closing and passing of the Deed based on the taxes levied in the tax year in which closing of escrow occurs, if levied, and if not levied, based on the taxes levied during the previous year based on the number of days in Seller's and Purchaser's respective periods of ownership during the current tax year. For the purposes of calculating such prorations at closing, any taxes assessed on the Property or any improvements thereon shall be prorated based on the number of days in Seller's and Purchaser's respective periods of ownership during the present year. All unpaid real estate taxes for years prior to the date of closing shall be paid in full at closing by Seller. Any and all general or special assessments levied against the Property prior to or at closing, if any, shall be paid in full by Seller at closing and all such assessments levied against the Property after closing, if any, shall be assumed by Purchaser. If requested, Seller shall provide to the Escrow Agent copies of the last paid tax receipts on the Property prior to closing.

All current rentals, interest on encumbrances assumed by Purchaser and utility and operating expenses, if any, shall be prorated as of the date of closing and passing of the Deed based on the number of days in Seller's and Purchaser's respective period of ownership during the current payment period for which owed. Seller shall at the date of closing provide the Escrow Agent with final billing for all utility services to the Property which billings are to be paid by the Escrow Agent from Seller's proceeds of the sale. If the final billing for any or all utility services are not available from the utility company(ies) at the date of closing, a reasonable amount of the Seller's proceeds of the sale shall be held in escrow until the final billing is available and said billing(s) are paid by the Escrow Agent. The provisions of this paragraph shall survive the closing of escrow.

If the Property is assessed as a part of a larger tax parcel, then Purchaser and Seller hereby agree to reasonably cooperate to divide the Property out of the larger tax parcel as soon as possible after the close of escrow. For the purposes of closing, no real estate tax proration shall be made at closing. Until a division of the tax parcel is made, Seller hereby covenants and agrees to pay prior to delinquency all real estate taxes levied against the entire tax parcel from and after the close of escrow and to promptly furnish Purchaser with copies of all tax bills, assessments, valuations and other tax notices. Within thirty (30) days of the receipt of a copy of the paid tax bill,

Purchaser hereby covenants and agrees to reimburse Seller for Purchaser's proportionate share of the real estate taxes based on the ratio of the total square footage of the Property to the total square footage of the entire parcel covered by any bill for such taxes multiplied by a fraction of which the numerator is the number of days in Purchaser's period of ownership for that tax year and the denominator is the number of days in that year. The value of any improvements to the portion of the property retained by Seller shall be paid by Seller and any such taxes assessed on the improvements on the Property shall be prorated based on the number of days in Seller's and Purchaser's respective periods of ownership. Should Seller fail to pay the real estate taxes and assessments levied against the entire tax parcel prior to delinquency, then Purchaser may elect to pay such taxes. Seller hereby covenants and agrees to reimburse Purchaser for the amounts so expended, including attorneys fees, if any, by Purchaser within ten (10) days of Seller's receipt of Purchaser's written request for reimbursement. Should Seller fail to reimburse Purchaser for the amounts so expended, Purchaser may proceed with a suit to recover said amounts, including attorneys fees, and/or file a lien against Seller's property to recover said amounts, including attorney's fees. The provisions of this paragraph shall survive the closing of escrow.

10. **USE** For the purpose of this Agreement, Purchaser's intended use of the Property is defined as: construction of a store building and related improvements on the Property and Other Property, acceptable to Purchaser, and operation therein of a retail store selling automotive parts, supplies and accessories. Nothing contained in this Section should be construed to limit Purchaser's right to use the Property and Other Property for any lawful purpose unless specifically provided for elsewhere herein.
11. **ZONING AND PERMITS** Purchaser is to have until ninety (90) days following the Effective Date and acceptance of Purchaser's offer to purchase the Other Property to receive all authorizations and permits, including, but not limited to curb cuts, signs, building and renovation approvals, permits, rezoning, zoning and subdivision interpretations and confirmations, and all variances, utility permits, authorizations and easements necessary for Purchaser's intended use as described herein ("Approvals", collectively, hereinafter). Seller shall, upon request of Purchaser, make a reasonable effort to appear at any and all administrative proceedings and execute any and all documentation in support of such application for said Approvals provided that Seller shall be reimbursed for any costs, fees and expenses not including attorney fees, incurred by Seller in connection herewith. If prior to such date Purchaser has not received or is denied or refused any such Approvals necessary to assure Purchaser that the Property and Other Property is suitable for Purchaser's intended use of the Property and Other Property, as determined in Purchaser's sole and absolute

discretion, or if prior to such date the necessary Approvals are granted subject to any conditions that Purchaser deems unacceptable in its sole and absolute discretion prior to such date, then Purchaser may, by furnishing written notice to Seller and Escrow Agent prior to the date of closing of escrow, either (a) terminate this Agreement without liability to the Seller, or (b) extend the date for the closing of escrow, by written notice from Purchaser to Seller for an additional thirty (30) days to obtain said Approvals. If Purchaser does not receive all of the necessary Approvals as aforesaid prior to the extended closing date, Purchaser may terminate this Agreement without liability to Seller, or the parties may further extend this Agreement by mutual written agreement.

If a subdivision, lot split, lot combination or replatting of the Property is required by any applicable governmental authority as a part of the Approvals process, then Purchaser may, with Seller's cooperation, perform the subdivision, lot split, lot combination or replatting required at Seller's sole cost and expense prior to the close of escrow. If, as a condition of the Approvals process, the said governmental authority requires the dedication of a portion of the Property or the imposition of any restrictions or easements or imposes any other requirements as conditions that are unsatisfactory to Purchaser, as determined by Purchaser in Purchaser's sole opinion and discretion, then Purchaser may terminate this Agreement without liability to Seller by written notice to the Seller.

12. **REZONING, CONDEMNATION AND OTHER GOVERNMENTAL ACTION** Purchaser and Seller agree that if any city, county, state, federal or municipal body or any other authority having such powers shall initiate a rezoning and/or condemnation of the Property or Other Property or any part thereof throughout the duration of this escrow, Purchaser may terminate this Agreement without liability to Seller by written notice to Seller and Escrow Agent. Seller hereby represents and warrants that Seller is not aware nor has Seller received any notification of any proposed rezoning or condemnation of the Property, and that Seller will promptly furnish Purchaser and Escrow Agent copies of all such notices received by Seller prior to the closing of escrow. If, prior to the closing of escrow, Purchaser shall discover any other proposed governmental action (such as, but not limited to any proposed changes to the street right of ways located adjacent to the Property or to the road network in the vicinity of the Property) which would, in Purchaser's opinion, impair Purchaser's use of the Property or Other Property for the purposes described in this Agreement, then Purchaser may terminate this Agreement without liability to Seller by written notice to Seller and Escrow Agent.
13. **SURVEY AND SOIL BORINGS** Purchaser may within sixty (60) days following the Effective Date, at Purchaser's expense, inspect the Property and order land survey(s), with information required by Purchaser, prepared by a duly licensed land surveyor or registered professional engineer in the

state which the Property is located, and any soil borings and/or laboratory tests containing information required by Purchaser in order to determine whether the Property and Other Property are acceptable for Purchaser's intended use. Purchaser shall have forty five (45) days after receipt of said survey(s) and soil test results to notify Seller, in writing, of any conditions shown by said survey and soil test results which are unacceptable to Purchaser, and Seller shall have until five (5) days prior to the closing of escrow to remove any such conditions pertaining to the Property. If Seller and Purchaser cannot agree, in writing on terms, conditions and time limits for removing and/or curing any such unacceptable conditions, or if Seller fails to remove and/or cure all such unacceptable conditions pertaining to the Property, then Purchaser may terminate this Agreement without liability to Seller by written notice to the Seller.

14. **DAMAGE OR LOSS OF THE PROPERTY** The risk of loss or damage to the Property and any improvements thereon until the delivery of the Deed or termination of occupancy by Seller, whichever occurs last, is assumed by the Seller.

In case of any loss or damage by fire or otherwise to the improvements, if any, now existing on the Property between the date hereof and the final consummation of sale, Purchaser may, at Purchaser's sole option, either terminate this Agreement without liability to Seller by written notice to Seller and Escrow Agent, or Purchaser may complete the purchase of the Property, in which case Purchaser shall receive the benefit of any insurance proceeds paid or to be paid for such loss or damage to the improvements on the Property. Seller shall promptly notify Purchaser and Escrow Agent of any such loss or damage occurring prior to the closing of escrow.

15. **INTENTIONALLY OMITTED**

16. **DELIVERY OF THE PROPERTY** Seller shall deliver vacant possession of the Property to Purchaser at closing and the Property shall be free and clear of all leases, tenancies, debris and trash.

17. **BUILDINGS, EQUIPMENT, AND PERSONAL PROPERTY** No buildings, equipment or personal property are included in the sale of the Property.

18. **UTILITIES** If adequate utilities and related facilities, including water, stormwater and sanitary sewage disposal, telephone service and energy sources to service the Property and improvements thereto for Purchaser's intended use and easements therefor are not available to the satisfaction of the Purchaser, then Purchaser must notify Seller in writing within thirty (30) days from the receipt by Purchaser of the final survey, and after such notice may terminate this Agreement without liability to Seller by written notice to Seller.

19. **ATTACHMENTS** Exhibits "A", "B" and "C" attached hereto and incorporated herein by reference shall be deemed a part hereof as fully as if copied herein verbatim.
20. **HAZARDOUS MATERIALS** In order to induce Purchaser to enter into this Agreement and to purchase the Property, Seller hereby represents, to the best of Seller's knowledge to Purchaser that (i) no Hazardous Materials as defined hereinafter exist on, under, or within the ground or ground water of the Property, or (ii) no Hazardous Materials as defined hereinafter, asbestos or asbestos-containing materials or lead based paint now being or having ever been used, stored (above or below ground), spilled, released, or disposed of on, or within the Property or within the improvements on the Property or any adjacent property and (iii) no underground storage tanks or monitoring wells now or in the past exist on the Property. As used herein, the term "Hazardous Material" means, without limitations, asbestos, asbestos-containing materials, lead based paint, polychlorinated biphenyl and any hazardous, toxic or dangerous waste, substance or material, as defined in or with reference to now or at any time hereafter in effect, the following: Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., as amended by the Hazardous and Solid Waste Amendments of 1984 ("HSWA"); Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1985, Pub. L. No. 99-499 ("SARA") (collectively known as "Superfund"), Clean Water Act ("CWA"), 33 U.S.C. Section 1251 et seq.; and/or any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, waste or substances within the meaning of any and all other applicable federal, state or local laws, rules, regulations, ordinances, or requirements (including consent decrees, court orders, attorney general opinions, interpretive letters and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as these laws have been or may be amended or supplemented.

Seller shall indemnify, defend and hold harmless Purchaser from and against any and all costs (including court costs and attorneys' fees), expenses and damages arising from or relating to (i) any breaches of any representations, under this Section by Seller and (ii) any and all damages which arise out of Seller's ownership of the Property.

Purchaser may, following the Effective Date and at Purchaser's expense, order any environmental audits, assessments, reports, studies concerning the Property that Purchaser may desire or deem appropriate in its sole and absolute discretion, including, but not limited to tests for: Hazardous Materials, asbestos, asbestos-containing materials, lead-based paint, hydrocarbons, or other hazardous chemicals and pollutants (collectively hereinafter "Audit"), in order to determine

whether the Property and Other Property are acceptable to Purchaser for Purchaser's intended use. If the results of any Audit are unacceptable to Purchaser, then Purchaser may terminate this Agreement without liability to Seller by furnishing written notice of termination to Seller.

21. **NOTICES** Any and all notices required or permitted to be given under this Agreement shall be in writing, postage and/or shipping and delivery pre-paid and shall be sent by U.S. Postal Service certified mail with return receipt requested or via a national overnight courier service requiring a signature upon delivery (such as FedEx) to:

SELLER:

Orr Road Company, Inc.
C/o David B. Zacharia
Centrum Properties, Inc.
225 West Hubbard St.
Chicago, IL 60610-4416

PURCHASER:

If by U.S. Postal Service certified mail:

AutoZone, Inc.
Department 8340 Attn: Rhoda Bell
P.O. Box 2198
Memphis, TN 38101-2198

ESCROW AGENT:

Laura Jones
Chicago Title Insurance Co.
710 E. Washington St.
Lebanon, IN 46052

If by overnight courier:

AutoZone, Inc.
Department 8340 Attn: Rhoda Bell
60 Madison Avenue - 9th Floor
Memphis, TN 38103-2107

22. **INTENTIONALLY OMITTED**

23. **INTENTIONALLY OMITTED**

24. **PRIOR AGREEMENTS** This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein and supersedes and cancels all prior and contemporaneous agreements, arrangements, representations and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, legatees, distributees, legal representatives, successors and assigns; provided that, Seller may not assign or delegate this Agreement or any of its rights or obligations hereunder without the prior written consent of Purchaser. Any attempted assignment or delegation in the absence of such consent of Purchaser shall be void ab initio.

25. **ATTORNEY'S FEES** If any legal action or other proceeding is brought for the enforcement hereof, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions hereof, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs

(including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

26. **EASEMENTS, AND COVENANTS** Seller acknowledges and agrees that Purchaser's obligation to buy the Property is contingent upon the following:

(a) The execution by Purchaser and the owner of the property to the west of the Property (hereinafter "Adjacent Property") of Exhibit "B", creating certain easements and covenants on the Adjacent Property and the Property (as identified on Exhibit "A" as Easement and Adjacent Property Easement). This agreement shall be recorded, at Purchaser's expense, together with the recordation of the Deed conveying title to the Property from Seller to Purchaser. Obtaining this easement from the owner of the Adjacent Property shall be at Seller's sole cost and expense.

(b) Any holder of a deed of trust or mortgage on the Adjacent Property shall join in the agreement referred to in subsection (a) by executing a recordable form of Exhibit "C" for the purpose of giving its consent to such agreement or shall subordinate its mortgage or deed of trusts in favor of such agreement.

(c) If the owner of the Adjacent Property does not execute a recordable agreement in the form of Exhibit "B" and provide Purchaser the document required in subsection (b), then Purchaser may terminate this Agreement without liability to Seller by written notice to Seller in which event the Earnest Money and all Purchaser's due diligence costs shall be refunded to Purchaser.

27. **RIGHT OF ENTRY** (A) Purchaser's Due Diligence period shall commence upon the Effective Date and expire on or before ninety (90) days following the Effective Date.

(B) After the Effective Date and for the entire period of inspection allowed herein, Purchaser and its employees, contractors and agents shall have the right to enter upon the Property for the purpose of performing any work as provided for herein, at Purchaser's sole risk, cost and expense.

(C) The Purchaser shall indemnify, defend and hold Seller harmless from any and all claims, costs, demands or expenses resulting from work conducted by Purchaser prior to closing on the Property.

28. **SELLER'S REPRESENTATIONS** Seller hereby covenants, warrants and represents to Purchaser that:

A) Seller has the sole right, legal power and authority to enter this Agreement, and the sole right, legal power and authority to convey the Property in accordance with the terms and conditions of this Agreement.

B) All requisite individual, corporate, limited liability company or partnership actions have been taken and satisfied by Seller to authorize the execution and performance of this Agreement, and that such actions will be taken at or before closing so as to allow the consummation of the transaction contemplated herein. No other proceedings or actions on the part of Seller are necessary to authorize this Agreement or to carry out the transactions contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

C) The individual(s) executing this Agreement, on behalf of the Seller, has (or have) the full right, legal power and actual authority to bind the Seller to the terms and conditions of this Agreement.

D) No leases or service contracts exist that affect the Property or limit Seller's right to sell and convey the Property. In addition, Seller covenants, warrants and represents that there is no litigation, whether threatened, pending, filed or otherwise, claims or judicial, administrative or arbitration proceedings or other such dispute affecting any part or all of the Property. If Seller receives notice of any such litigation or otherwise becomes aware of any such litigation or dispute, Seller agrees to immediately notify Purchaser and to work diligently by using its best efforts to bring the litigation or dispute to a resolution.

E) Seller will not, in any way or manner, alter, encumber or restrict the title to the Property after the Effective Date without prior written consent of the Purchaser.

F) Seller's execution, delivery, or performance of this Agreement is not prohibited by and will not cause a default in any other agreement, mortgage, covenant, document or instrument applicable to the Property.

G) If, and only if, this transaction should close, Seller hereby agrees to pay a Real Estate Commission equaling six percent (6%) of the total purchase price to Centrum Properties, Inc., 225 West Hubbard Street, Chicago, Illinois, 60610-4416, Purchaser's representative in this transaction. Said Real Estate Commission is to be paid at closing from Seller's proceeds and wired to Centrum's Properties, Inc., at: Centrum Realty Services, Inc., LaSalle National Bank, Chicago, Illinois, Account #2341549, ABA 071000505.

H) Seller represents to the best of Seller's knowledge to Purchaser that: (i) there has been no fill placed on the Property, whether dirt, organic materials, debris or other materials, and (ii) there

are no storage tanks (including, but not limited to any tanks regulated by the Federal Underground Storage Tank (UST) Program, 42 U.S.C. Section 6991 et. seq.), foundations, footings, or any other underground improvements remaining within the Property, and (iii) Seller has no information of any fact, circumstance or natural or artificial condition, which would prevent, limit or impede, Purchaser's intended use of the Property, and (iv) there are no title restrictions, which would prevent, limit or impede, Purchaser's intended use of the Property.

I) Seller holds and will convey to Purchaser at closing, marketable and indefeasible fee simple title to the Property.

J) This Agreement and all documents executed by Seller which are to be delivered to Purchaser at the closing of escrow will be duly authorized, executed, and delivered by Seller, and are or at the closing of escrow will be a legal, valid and binding obligations of Seller.

K) All representations, warranties and agreements of Seller contained herein will be true in all respects on and as of the time of closing as fully made on and as of such date except as otherwise provided herein. In addition, Seller will have performed and complied with all obligations and covenants required by this Agreement to be performed or complied with by Seller on or prior to closing.

L) Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of its formation and is duly qualified and in good standing under the laws of the jurisdiction where the Property is located.

29. **GENERAL PROVISIONS** A) Time is of the essence in the performance of each party's respective obligations.

B) This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument, and it shall not be necessary that any single counterpart bear the signatures of all parties.

C) Unless the context in which used clearly requires another construction, throughout this Agreement, the masculine gender shall be deemed to include the neuter, or feminine or both, the neuter gender shall include the masculine, or feminine or both, the feminine gender shall include the masculine, or neuter or both, and the singular of terms shall include the plural and vice versa.

D) The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to enlarge, limit or otherwise modify the meaning of the language of this Agreement.

E) This Agreement shall not be modified, altered, amended or supplemented, in whole or part, without the prior written consent of all parties hereto, and no act or omission of any employee or agent of the parties or any broker, if any, shall alter, change or modify any of the provisions of this Agreement.

F) The parties hereby agree that each party and its attorneys have reviewed and revised this Agreement and that the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Agreement and no other rule of strict construction shall be used against any party.

G) All periods of time shall include Saturdays, Sundays, and legal holidays; provided, however, if the last day to perform any act or give notice falls on a Saturday, Sunday, or legal holiday, then such act or notice shall be timely performed if given on the next succeeding business day.

H) If any one or more of the provisions hereof shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other provision hereof, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties intend that if any provision hereof is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

I) All representations, agreements, covenants and warranties made herein shall survive any closing provided herein.

J) This Agreement shall be governed by the internal laws of the State in which the Property is located without regard to and excluding its principles of conflicts of laws.

K) The parties further agree that upon request, they shall do such further acts and deeds, and shall execute, acknowledge, deliver and record such other documents and instruments, as may be reasonably necessary from time to time to evidence, confirm or carry out the intent and purposes of this Agreement.

L) Unless expressly stated to be exclusive, no remedy conferred herein shall be deemed to be exclusive of any other remedy conferred herein or any other remedy now or hereafter available at law or equity. All remedies conferred herein, and all remedies now or hereafter available at law or equity, shall be deemed to be cumulative and not alternative, and may be enforced concurrently or successively.

INITIALS
JW

JF
MM
FF

30. **OTHER PROPERTY:** Purchaser represents that it has submitted or is submitting concurrently with the submission of this offer, an offer or offers to purchase the Other Property. If Purchaser is unable to enter into contract(s) to purchase all of the Other Property prior to May 15, 2000, then Purchaser may terminate this Agreement without liability to Seller by furnishing written notice of termination. Purchaser may terminate this Agreement without liability to Seller if closing of Purchaser's purchases of all of the Other Property do not close on or prior to the closing date of the purchase under this Agreement.

The Purchaser agrees to purchase the Property upon and subject to the terms, conditions and contingencies herein stated.

PURCHASER: AutoZone, Inc., a Nevada corporation

By: *[Signature]*

Title: Vice President

By: *[Signature]*

Title: Vice President

DATE: APR 24 2000

The Seller hereby agrees to sell said Property upon and subject to the terms, conditions and contingencies herein stated. The undersigned Seller further agrees to save, defend and hold Purchaser harmless against any claims, conflicts or disputes for brokerage commission that might arise out of Purchaser's execution of this Agreement and out of this transaction.

SELLER: Orr Road Company, Inc., an Illinois corporation

By: *[Signature]*

Norman Ferber

Title: President

By: *[Signature]*

Mindy Marks

Title: Secretary

By: *[Signature]*

Florence Ferber

Title: Treasurer

**FINAL DOCUMENT:
Approved by AutoZone
Legal & Business Personnel**

[Signature]

[Signature]

DATE: _____

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The undersigned Broker agrees to save, defend and hold Purchaser harmless against any claims, conflicts or disputes for brokerage commission that might arise out of this transaction.

BROKER: Centrum Properties, Inc.

By: _____

Title: _____

By: _____

Title: _____

DATE: _____

Property of Cook County Clerk's Office

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ACKNOWLEDGEMENTS

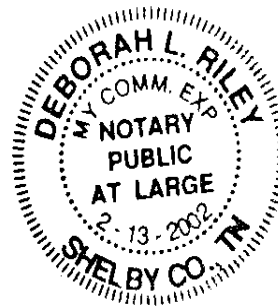
STATE OF TENNESSEE)
) SS.:
 COUNTY OF SHELBY)

00797666

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, Wm. David Gilmore and J. R. Dobbs, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be Vice President and Vice President of AutoZone, Inc., a Nevada corporation, the within named bargainors, and that they as such Vice-President and Vice-President, being authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal this 24th day of April, 2000.

Deborah L. Riley
 Deborah L. Riley, Notary Public



My Commission Expires: 2/13/2002

STATE OF ILLINOIS)
) SS.:
 COUNTY OF)

I, _____, a Notary Public in and for said State and County do hereby certify that Norman Ferber, personally known to me to be the President of Orr Road Company, Inc., an Illinois corporation, Mindy Marks, personally known to me to be the Secretary of said corporation, and Florence Ferber, personally known to me to be the Treasurer 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, Secretary and Treasurer of said corporation, they executed the foregoing instrument, 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 act and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2000.

Notary Public

My commission expires:

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EXHIBIT "B"

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (hereinafter "Easement") is made and entered into as of the _____ day of _____, _____, by and between **AutoZone, Inc., a Nevada corporation**, 60 Madison Avenue, 7th Floor, Memphis, Tennessee 38103 (hereinafter "AutoZone"), **Orr Road Company, Inc., an Illinois corporation**, c/o David Zacharia, Centrum Properties, Inc., 225 West Hubbard St., Chicago, IL 60610-4416 (hereinafter "ORC") and _____, whose address is _____ (hereinafter "Adjacent Property Owner").

RECITALS

WHEREAS, Adjacent Property Owner is the owner in fee simple of that certain real property situated in the City of Chicago Heights, County of Cook, State of Illinois, which property is more particularly described in Exhibit "A" attached hereto and by reference incorporated herein (hereinafter "Adjacent Property"); and

WHEREAS, ORC is the owner in fee simple of that certain real property located adjacent to the Adjacent Property and situated in said City, County and State, which property is more particularly described in Exhibit "B" attached hereto and by reference incorporated herein (hereinafter "ORC Property"); and

WHEREAS, AutoZone has or will have fee simple title to certain real property located adjacent to the Adjacent Property and situated in said City, County, and State, which property is more particularly described in Exhibit "C" attached hereto and by reference incorporated herein (hereinafter "AutoZone Property"); and

WHEREAS, ORC, Adjacent Property Owner and AutoZone agree to share the common access point to Joe Orr Road that currently exists on the AutoZone Property and Adjacent Property (hereinafter "Common Access Driveway") as depicted on Exhibit "D" attached hereto and by reference incorporated herein; and

WHEREAS, ORC, Adjacent Property Owner and AutoZone have agreed to establish certain easements and agreements running with their respective parcels of land.

AGREEMENT

NOW, THEREFORE, for and in consideration of one dollar, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ORC, Adjacent Property Owner and AutoZone mutually agree, for themselves, the respective owners and occupants from time to time of the ORC Property, Adjacent Property and AutoZone Property, and all the various parts of each of said parcels of land, as follows:

1(A). AutoZone hereby grants to Adjacent Property Owner and ORC, for the use and benefit of the Adjacent Property Owner and ORC, and their respective invitees, licensees, agents, employees, designees, tenants, lessees and customers, a non-exclusive easement for the purpose of vehicular and pedestrian traffic over, upon and across the Common Access Driveway located on the AutoZone

Property (hereinafter "Adjacent Property Owner Easement"), as shown on Exhibit "D". The access easement rights granted to Adjacent Property Owner and ORC shall not be blocked, altered or interfered with except for temporary restrictions necessary in order to provide maintenance to the Adjacent Property Owner Easement.

(B) ORC shall have the obligation, to construct, pave, improve, maintain and repair curbing, driveways and related improvements on the Adjacent Property Owner Easement as depicted on Exhibit "C" (hereinafter "ORC Work"). If ORC does any ORC Work to the Adjacent Property Owner Easement, it shall be at ORC's sole cost and expense and ORC shall indemnify and hold AutoZone and the Adjacent Property Owner harmless from and against all claims, suits, damages, demands, fines, penalties, liabilities, expenses and other losses, including, but not limited to, those arising from personal injury or property damage, including court costs and reasonable attorney's fees, due, but not limited to any matter relating to the ORC Work. Any ORC Work shall be performed in a good and workmanlike manner and in accordance with all applicable governmental or quasi-governmental authorities, ordinances, codes and regulations. The Adjacent Property Owner Easement shall also be kept in good repair and free from obstruction that would impede the intended use of the Adjacent Property Owner Easement as stated herein.

(C) Upon request by ORC, Adjacent Property Owner and AutoZone shall cooperate and execute all instruments and applications necessary to obtain approval for any ORC Work, including, but not limited to a driveway and/or curb-cuts, within the Common Access Driveway, so long as such ORC Work, when completed, shall not materially impair or impede the use of the AutoZone/ORC Easement (as hereinafter defined) by Adjacent Property Owner or AutoZone. Adjacent Property Owner and AutoZone shall not be obligated to pay or incur any cost or expense associated with obtaining approval for such improvements.

2(A). Adjacent Property Owner hereby grants to AutoZone and ORC, for the use and benefit of AutoZone and ORC, and their respective invitees, licensees, lessees, designees, tenants, agents, employees and customers, a non-exclusive easement, for the purpose of vehicular and pedestrian traffic over, upon and across the Common Access Driveway located on the Adjacent Property, as shown on Exhibit "C" (hereinafter "AutoZone/ORC Easement"). The access easement rights granted to AutoZone and ORC herein shall not be blocked, altered or interfered with except for temporary restrictions necessary in order to provide maintenance to the AutoZone/ORC Easement.

(B) At such time Adjacent Property Owner constructs improvements within the AutoZone/ORC Easement or if existing as of the date hereof, Adjacent Property Owner shall construct, pave, improve, maintain or repair any curbing, driveways or related improvements on the AutoZone/ORC Easement (hereinafter "Adjacent Property Owner Work"), at Adjacent Property Owner's sole cost and expense and Adjacent Property Owner shall indemnify and hold AutoZone and ORC harmless from and against all claims, suits, damages, demands, fines, penalties, liabilities, expenses and other losses, including, but not limited to, those arising from personal injury or property damage, including court costs and reasonable attorney's fees, due, but not limited to any matter relating to the Adjacent Property Owner Work. Any Adjacent Property Owner Work shall be performed in a good and workmanlike manner and in accordance with all applicable governmental or quasi-governmental authorities, ordinances, codes and regulations. The AutoZone/ORC Easement shall also be kept in good repair and free from obstruction that would impede the intended use of the AutoZone/ORC Easement as state herein.

(C). Upon request by Adjacent Property Owner, AutoZone and ORC shall cooperate and execute all instruments and applications necessary to obtain approval for any Adjacent Property Owner Work, including, but not limited to a driveway and/or curb cuts, within the Common Access Driveway so long as such Adjacent Property Owner Work, when completed, will not materially impair or impede the use of the Adjacent Property Owner Easement by AutoZone or ORC. AutoZone nor ORC shall not be obligated to

pay or incur any cost or expense associated with obtaining approval for such Adjacent Property Owner Work.

3. ORC, for that part of the Common Access Driveway located on the AutoZone Property, and Adjacent Property Owner, for that part of the Common Access Driveway located on the Adjacent Property, shall at all times, subject to the provisions above, maintain such areas of the Common Access Driveway and the improvements thereon in good repair, clean and clear of snow, ice, rubbish, and debris, properly drained and lit at their sole cost and expense (hereinafter "Maintenance"). If any party fails to perform its maintenance or any other obligation provided herein for thirty (30) days after receipt of written notice from the non-defaulting party (whether it be AutoZone, ORC or Adjacent Property Owner) of the need to perform such Maintenance or obligation, then the non-defaulting party shall have the right, but not the obligation, to perform said Maintenance or obligation on behalf of and at the expense of the defaulting party. The defaulting party agrees to reimburse the non-defaulting party any amount so paid by the non-defaulting party within ten (10) days from receipt of a written request from the non-defaulting party for payment thereof. The non-defaulting party may further take such other proceedings at law or in equity as the non-defaulting party deems necessary notwithstanding any other remedy provided herein.

4. Each party shall pay, prior to delinquency, any and all taxes levied or assessed against their respective parcels contained within the Common Access Driveway. If any party fails to pay any such installment of taxes or assessments affecting their property within the Common Access Driveway when any of the same become due, the non-defaulting party may, after the continuance of any such failure for thirty (30) days after written notice thereof is given by the non-defaulting party to the defaulting party, pay said taxes and assessments on behalf of and at the expense of the defaulting party. The defaulting party agrees to pay to the non-defaulting party any amount so paid by the non-defaulting party within ten (10) days from receipt of a written request from the non-defaulting party for payment thereof.

5. Both parties agree that each party may mortgage their respective parcel's interest, but any mortgagee taking such a mortgage shall take said mortgage subject to the other's rights, benefits, duties, and obligations created and established herein. If Adjacent Property Owner has a mortgage that encumbers the AutoZone/ORC Easement, then Adjacent Property Owner shall have such mortgagee execute Exhibit "E" attached hereto and by reference made a part hereof.

6. All notices required or permitted to be given herein shall be in writing and shall be (a) mailed by first class certified mail, return receipt requested, postage prepaid, or (b) delivered by receipted overnight courier service, in each case addressed as follows:

If to AutoZone: AutoZone, Inc.
 Property Management
 7th Floor
 60 Madison Ave.
 Memphis, TN 38103

If to Adjacent Property Owner:

If to ORC:

7. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the easements created herein or to the general public or for any public purposes whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

8. In no way does this Easement permit either party to cause any encumbrance, judgment or other lien securing indebtedness, to affect the other party's property (hereinafter "Lien"). If one party does permit such a Lien, then the non-defaulting party (whether it be AutoZone, ORC or Adjacent Property Owner) may elect to force the defaulting party to remove such Lien by suit in which event the non-defaulting party shall be entitled to recover reasonable attorneys' fees and court cost from the defaulting party.

9. Adjacent Property Owner covenants and agrees to indemnify, defend and hold AutoZone and ORC harmless from and against all claims, costs, expenses and liability (including reasonable attorneys' fees and costs of suit incurred in connection with all claims), including any action or proceedings brought thereon, arising from or as a result of the injury to or death of any person, or damage to property which shall occur on the real property owned by Adjacent Property Owner (such real property owned by Adjacent Property Owner shall only include those areas defined by the easements granted herein). AutoZone and ORC covenant and agree to indemnify, defend and hold Adjacent Property Owner harmless from and against all claims, costs, expenses and liability (including reasonable attorneys' fees and costs of suit incurred in connection with all claims), including any action or proceedings brought thereon, arising from or as a result of the injury to or death of any person, or damage to property which shall occur on the real property owned by AutoZone (such real property owned by AutoZone shall only include those areas defined by the easements granted herein).

10. All provisions of this Easement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, executors, administrators, successors or assigns.

11. No agreement shall be effective to add, change, modify, waive or discharge this Easement in whole or in part unless such agreement is in writing and signed by the parties hereto or owner(s) of either property at the time for entering into such agreement.

12. No waiver of any default by a party hereto shall be implied from any omission by the other party hereto to take any action in respect to such default if such default continues or is repeated. One or more waivers of any default in the performance of any term, provision or covenant of this Easement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant, or any other term, provision or covenant of this Easement.

13. The singular number includes the plural and the masculine gender includes the feminine and neuter. If any provision of this Easement be declared invalid or unenforceable by a legislative, administrative or judicial body of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and shall be unaffected by same. If any provision herein shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. This Easement shall not be strictly construed against AutoZone as the draft or writing of AutoZone or because of any presumption of terms favorable to, or dictated by, AutoZone.

14. The parties hereto agree that any party hereto, its successors or assigns, shall have the right to restrain by injunction, any violation or threatened violation of any term, condition or obligation set forth in this Easement and that each of the terms, conditions and obligations shall be subject to an action for

specific performance (except where the payment or money is required by this Easement), it being agreed by all parties that an action for damages would not be an adequate remedy for breach of this Easement. If any legal action or other proceeding is brought for the enforcement hereof, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions hereof, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

15. All rights, remedies and recourses under this Easement or otherwise are separate and cumulative and may be pursued separately, successively or concurrently, are non-exclusive in the exercise of any one or more of them and shall in no way limit or prejudice any other legal or equitable right, remedy or recourse to which any party may be entitled.

16. Exhibits "A", "B", and "C" attached hereto and by referenced made a part hereof, are mutually satisfactory to AutoZone, ORC and Adjacent Property Owner.

17. As used in this Easement, unless the context clearly otherwise requires, Adjacent Property Owner, ORC and AutoZone shall mean, with respect to each parcel, the record owner(s) from time to time of all or any part of the Adjacent Property, ORC Property or the AutoZone Property whether such owner(s) be one or more persons or entities.

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the day and year first set forth above.

Orr Road Company, Inc., an Illinois corporation

AutoZone, Inc., a Nevada corporation

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ADJACENT PROPERTY OWNER

By: _____

Its: _____

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ACKNOWLEDGMENTS

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Property of Cook County Clerk's Office

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EXHIBIT "A"

ADJACENT PROPERTY

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EXHIBIT "B"

ORC Property

EXHIBIT "C"

AutoZone Property

Property of Cook County Clerk's Office

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Exhibit "C"

CONSENT AND AGREEMENT

The undersigned holds a security interest in the real property described in Exhibit "A" under _____ No. _____, Page _____ dated _____ and recorded at _____ in _____ ("Mortgage"). The undersigned hereby joins in the execution of the _____ (hereinafter "Agreement") for the following purposes only:

1. CONSENT The undersigned hereby consents to the foregoing Agreement.

2. ACKNOWLEDGMENT OF AGREEMENT The undersigned subjects and subordinates all the rights and interest of the undersigned in the said real property to the provisions of the Agreement solely to the extent that if title to the property is acquired through sale under foreclosure or by deed in lieu of foreclosure or otherwise, such title shall be subject to the charges and burdens affecting said property by virtue of the Agreement. The undersigned agrees for itself and its successors and assigns (including, but not limited to, the purchaser at or in lieu of foreclosure) not to disturb the rights, restrictions or easements therein created in the event it forecloses or takes other action to enforce the Security Deed or Mortgage.

Signed by:

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Prepared by and return to: AutoZone, Inc., 60 Madison Avenue, Department 8340, Memphis, TN 38103, Attn.: Brian A. Auger