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2000-01-12 12:01:45
Cook County Recorder 51.50



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SPACE ABOVE THIS LINE FOR RECORDER USE

MEMORANDUM OF LEASE

This is a Memorandum of Lease by and between Cole Taylor Bank as Trustee under trust agreement dated April 2, 1996 and known as Trust No. 966627, ("Landlord") and GHR Recycling, Inc., ("Tenant") is executed as follows:

Date of Lease: January 3, 2000

Description of Premises: See Exhibit "A" attached hereto.

Commencement Date: January 3, 2000

Term: Two (2) years.

Renewal Options: Three (4) four year renewal options.

The purpose of this Memorandum of Lease is to give record notice of the Lease and of the rights created thereby. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

LANDLORD:

Cole Taylor Bank as Trustee
aforesaid, and not personally

By: [Signature]
Its: A.V.P.

TENANT:

GHR Recycling, Inc.

By: [Signature]
Its: [Signature]

Attest: [Signature]
Sr. Trust Officer

Trustee's Exoneration Rider
Attached Hereto And Made A
Part Hereof.

GENERAL EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

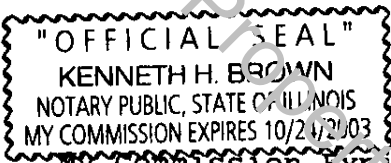
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STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared EUGENE COLTEN, to me personally known as the PRESIDENT of COFFEE REAGANS, INC, who executed the foregoing Agreement for and on behalf of said corporation for the use and purposes set forth therein.

GIVEN under my hand and Notary Seal this 3rd day of JANUARY 2000.



[Signature]
Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF ~~LAKE~~/ COOK)

I, _____ the undersigned _____, a Notary Public in and for said County and State, certify that Mario V. Gotanco, A.V.P. of Cole Taylor Bank, a(n) _____

Illinois banking corporation (corporation) (~~association~~) and Linda L. Horcher Sr. Trust Off. of said (corporation) (~~association~~) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such A.V.P. and Sr. Trust Officer, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said (corporation) (~~association~~) as Trustee, for the uses and purposes therein set forth in the instrument.

Given under my hand and notarial seal this 4th day of January, 19 2000.

My Commission Expires: 2/19/2002
[Signature]

Notary Public



Prepared By and Return To:
Kenneth H. Brown
Brown & Brown P.C.
513 Central - Fifth Floor
Highland Park, Illinois 60035

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EXHIBIT "A"

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PARCEL :

THAT PART OF LOT 1 OF STEEGE'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 8 AND THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 19, 1881, IN BOOK 16 OF PLATS, PAGE 1, AS DOCUMENT NUMBER 348716, IN COOK COUNTY, ILLINOIS, AND THAT PART OF LOT 5 OF GEWECKE'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED JULY 19, 1904 IN BOOK 86 OF PLATS, PAGE 42, AS DOCUMENT NUMBER 3567356 IN COOK COUNTY, ILLINOIS, LYING EAST OF THE WEST 100 FEET OF SAID LOT 1, AND NORTH OF THE CENTER LINE OF RAND ROAD, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 100 FEET OF SAID LOT 1 AND THE SOUTHERLY RIGHT OF WAY OF PUBLIC SERVICE COMPANY (COMMONWEALTH EDISION COMPANY), SAID INTERSECTION BEING A DISTANCE OF 392.89 FEET SOUTH OF THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 17; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 541.65 FEET TO AN ANGLE POINT IN SAID SOUTHERLY RIGHT OF WAY LINE FOR A POINT OF BEGINNING, SAID ANGLE POINT BEING 622.72 FEET EAST AND 271.00 FEET SOUTH OF THE NORTH WEST CORNER OF THE NORTH EAST 1/4 OF SAID SECTION 17; THENCE SOUTHWESTERLY A DISTANCE OF 456.41 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 1 WHICH IS A DISTANCE OF 71.34 FEET NORTHWESTERLY OF THE SOUTH EAST CORNER OF SAID LOT 1, AND THE SOUTH WEST CORNER OF SAID LOT 5; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINES OF SAID LOT 1 AND LOT 5, A DISTANCE OF 103.34 FEET; THENCE NORTHEASTERLY ALONG A LINE DRAWN PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 5, A DISTANCE OF 155.42 FEET; THENCE SOUTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 80 FEET; THENCE NORTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 75 FEET; THENCE NORTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 40 FEET; THENCE NORTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 215.94 FEET; THENCE SOUTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 80 FEET; THENCE NORTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE AND ALSO PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 5, A DISTANCE OF 96.57 FEET TO THE INTERSECTION OF SAID LINE WITH THE AFORESAID SOUTHERLY RIGHT OF WAY OF PUBLIC SERVICE COMPANY, SAID INTERSECTION BEING 61.33 FEET SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF SAID LOT 5 AS MEASURED ALONG AN EXTENSION NORTHEASTERLY OF THE LAST DESCRIBED PARALLEL LINE; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 254.38 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART TAKEN FOR RAND ROAD AS PER DOCUMENT NO. 11113035), IN COOK COUNTY, ILLINOIS.

Common Address: 1266 E. Rand Road, Des Plaines, IL

PIN Numbers: 09-17-200-112 and 09-17-200-113