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2001-02-27 14:13:38

Cook County Recorder 55.00



City, State: Chicago, IL
Address: 1266 N. Milwaukee Avenue
L/C: 012-0165
File # 1436

Prepared by: Martha A. Lundin
After recording, return to: Martha A. Lundin
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60523

AMENDED MEMORANDUM OF LEASE

*LASALLE BANK NATIONAL ASSOCIATION, f/k/a LaSalle National Bank.

THIS AMENDED MEMORANDUM OF LEASE, dated this 23rd day of October, 2000, is between *LASALLE NATIONAL BANK, AS SUCCESSOR TRUSTEE TO THE EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 21, 1950 AND KNOWN AS TRUST NUMBER 1464, and ELLEN SIGAL ("Landlord"), whose address is Chicago, Illinois, and McDONALD'S CORPORATION, a Delaware corporation ("Tenant"); whose principal place of business is located at One McDonald's Plaza, Oak Brook, Illinois 60523.

Landlord leases to Tenant the Premises with improvements and appurtenant easements, if any, in the City of Chicago, County of Cook, State of Illinois, described on Exhibit A attached and made a part of this Amended Memorandum of Lease.

1. **TERM:** TO HAVE AND TO HOLD for a term ending on September 30, 2022.
2. **OPTION TO PURCHASE:** Landlord grants Tenant an option to purchase the Premises.
3. **FIRST REFUSAL:** Landlord grants Tenant the right of first refusal to lease and purchase the Premises.
4. **COVENANT NOT TO COMPETE:** If Landlord shall be the owner of any land adjacent to the Premises, Landlord will not use, nor permit others to use, said land for a restaurant of any type.
5. **MEMORANDUM:** The rentals to be paid by Tenant and all of the obligations and rights of Landlord and Tenant are set forth in the Ground Lease dated November 24, 1970, as amended by agreement(s) dated July 6, 1972, June 19, 1992 and July 17, 2000 (the "Lease") executed by the parties. This instrument is merely an Amended Memorandum of Lease and is subject to all the terms, conditions and provisions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail as between the parties. This Amended

BOX 333-CTA

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Memorandum is binding upon and shall inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

LANDLORD:
*LaSALLE NATIONAL BANK, AS
TRUSTEE
UNDER TRUST AGREEMENT DATED
FEBRUARY 21, 1950 AND KNOWN AS
TRUST NUMBER 1464

TENANT:
McDONALD'S CORPORATION *me*

By: *Shirley J. Lewis*
ASSISTANT VICE PRESIDENT
Its: _____

By: *[Signature]*
Edward J. Kyzyminski
Its: Senior Counsel

ATTEST: Attestation not required by
LaSalle Bank National Association
Bylaws
Its: _____

ATTEST: *S. Naseem Anjam*
S. Naseem Anjam
Its: Counsel



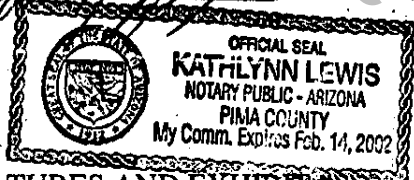
WITNESS _____

WITNESS *Karen V. Baum*

LANDLORD:
Ellen Sigal
ELLEN SIGAL

STATE OF ARIZONA }
COUNTY OF PIMA } ss
This instrument was acknowledged before me this 30 day of
December, 20 00, by Ellen Sigal
In witness whereof I hereunto set my hand and official seal.
[Signature], NOTARY PUBLIC

WITNESS *Potius J. Motray*



(ATTACH ACKNOWLEDGMENT OF SIGNATURES AND EXHIBIT A)

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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ACKNOWLEDGMENT - McDONALD'S (Attestation required)

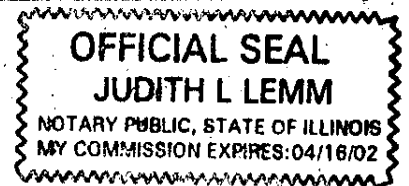
STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Judith L. Lemm, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Edward J. Krzyminski, Senior Counsel and S. Naseem Anjam, Counsel of McDonald's Corporation, a Delaware corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Counsel and Counsel appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Senior Counsel and Counsel respectively and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23rd day of October, 2000.

Judith L. Lemm
Notary Public

My commission expires 4-16-02.



ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____ a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that _____ and _____ of _____ who (is)(are) personally known to me to be the same person(s) whose name(s) (is)(are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he)(she)(they) signed, sealed and delivered the said instrument as (his)(her)(their) free and voluntary act for the uses and purposes therein set forth.

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

Notary Public

My commission expires _____.

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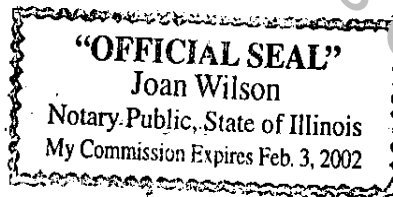
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Dorothy A. Denning, Assistant Vice-President of LaSalle Bank National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of February, 2001.



Notary Public



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LEGAL DESCRIPTION

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PARCEL 1:

LOT 2 IN J. E. THOMPSON'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF A PORTION OF THE EAST HALF OF THE NORTH EAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN J. E. THOMPSON'S ADDITION TO CHICAGO, A PART OF THE EAST HALF OF THE NORTH EAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-06-235-095-0000

EXHIBIT A