

# UNOFFICIAL COPY

[Store #1504]

10639 S. Cicero Ave  
Oak Lawn, IL



0010376526

RETURN RECORDED DOCUMENT TO:

**WALGREEN CO.**

200 Wilmot Road, Dept. #2252  
Deerfield, Illinois 60015  
Attn: Mary Butler

*This Instrument Prepared by:*  
Dan Perlin

200 Wilmot Road, Deerfield, Illinois 60015



0010376526

2002/0069 21 001 Page 1 of 7

2001-05-07 11:08:09

Cook County Recorder 63.50

## MEMORANDUM OF LEASE AMENDMENT AND EXTENSION AGREEMENT

By this Memorandum of Lease Amendment and Extension Agreement ("Memorandum") made the <sup>27th</sup> day of *March*, 2001, by and between ~~LaSalle Bank National Association, successor trustee to~~ AMERICAN NATIONAL BANK, as Trustee under Trust No. 26928, ("Landlord"), and BOND DRUG COMPANY OF ILLINOIS, an Illinois corporation ("Tenant");

WITNESSETH:

WHEREAS, pursuant to a lease dated January 23, 1985, by and between Landlord and Tenant, as modified by a consent letter dated October 19, 1987, a Lease Modification Agreement dated December 21, 1987 (the "First Amendment to Lease") and a consent letter dated November 24, 1998 (collectively, the "Lease"), Tenant presently occupies a certain premises of approximately 14,103 square feet of first floor area more, together with all improvements, appurtenances, easements and privileges belonging thereto, in a one-story building located at the northeast corner of 107<sup>th</sup> Street and South Cicero Avenue, Oak Lawn, Illinois, commonly known as 10639 South Cicero Avenue (hereinafter referred to as the "Leased Premises"), all as indicated on the site plan ("Site Plan") attached hereto and incorporated herein as Exhibit "A", and as legally described on Exhibit "B" attached hereto and incorporated herein.

WHEREAS, Landlord and Tenant hereby acknowledge that the current term of said Lease is due to expire on August 31, 2025, and Landlord and Tenant desire to modify said Lease to reflect an expansion of the Leased Premises and an extension of the term of the Lease as hereinafter provided;

For purposes of this Memorandum, Tenant shall pay a rent of One Dollar (\$1.00) per year.

Said Lease Amendment and Extension Agreement bearing even date herewith and between the parties hereto ("Amendment") contains, among others, the following provisions:

ADDITIONAL AREA

- 1. (a) From and after the date upon which possession of the Additional Area (as defined hereinbelow) is delivered to Tenant in accordance with Section 1(d) hereinbelow, the term "Leased Premises" shall be amended to include (i) an additional area of approximately 6,396 square feet of floor area ("Additional Area"), as shown on the Site Plan, whereby said building on the Leased Premises shall thereafter contain approximately 20,499 combined square feet of first floor area and (ii) all of the area shown on the Site Plan.

TERM

- 3. As of the Effective Date, Article 3 of the Lease shall be amended as follows:
  - (a) Article 3(a) shall be amended such that the Lease and the term thereof shall be extended, to and including February 28, 2035.

SITE PLAN

- 6. All references to 'Exhibit "A"' in the Lease shall hereafter be deemed to refer to the Site Plan, and all references to any red line or red outlining to or on Exhibit "A" in the Lease are hereby deleted.

Other terms, covenants and conditions of said letting, including the options on the part of the Tenant for prior termination, are set forth at length in the Amendment and all of said provisions, terms, covenants and conditions (including all exhibits attached to the Lease) are, by reference thereto, hereby incorporated in and made a part of this Memorandum.

This Memorandum is made and executed by the parties hereto for the purpose of recording the same in the office of the public records of Cook County, Illinois, and is subject in each and every respect, to the rents and other terms, covenants and conditions of the aforesaid Amendment, bearing even date herein, between the parties hereto and this Memorandum is executed and delivered with the understanding and agreement that the same shall not in any manner or form whatsoever, alter, modify or vary the rents and other terms, covenants and conditions of the Amendment.

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10639 S. Cicero Ave  
Oak Lawn, IL

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease Amendment and Extension Agreement, under seal, as of the day and year first above written. (For the Exculpatory Provision of LaSalle Bank National Association see attached Exhibit "C")

BOND DRUG COMPANY  
OF ILLINOIS

LaSalle Bank National Association, successor to  
AMERICAN NATIONAL BANK, as Trustee under  
Trust No. 26928 and not personally

By: [Signature]  
Name: Allan M. Resnick  
Title: Vice President

By: [Signature]  
Name: Harriet Denisewicz  
Title: Trust Officer

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Name:  
Title:

By: [Signature]  
Name: Nancy A Carlin  
Title: Asst Secretary

Witnesses:

Witnesses:

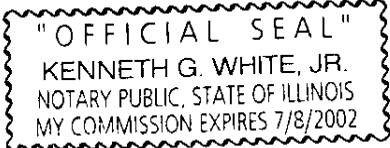
[Signature]  
Name: Gayle Mahoney  
[Signature]  
Name: Janet Rubenstein

[Signature]  
Name:  
[Signature]  
Name:

STATE OF ILLINOIS )  
  ) SS  
COUNTY OF LAKE )

I, Kenneth G. White, a Notary Public, do hereby certify that Allan M. Resnick and \_\_\_\_\_, personally known to me to be the Vice President and Assistant Secretary, respectively, of BOND DRUG COMPANY OF ILLINOIS, INC., an Illinois corporation, and personally known to me to be the persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed and delivered the said 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 and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 23rd day of March, 2001.



[Signature]  
Notary Public

My commission expires:

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[Store #1504]

10639 S. Cicero Ave  
Oak Lawn, IL

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned

Harriet Denisewicz and Nancy A Carlin, personally known to me to be the ~~Trust Officers~~ ~~Vice President~~ ~~Assistant Secretary~~, respectively, of ~~AMERICAN NATIONAL BANK~~ LaSalle Bank National Association, as

Trustee under Trust No. 26928, and personally known to me to be the persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ~~Vice President~~ ~~Trust Officer~~ and Assistant Secretary they signed and delivered the said 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 and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

2nd May 2001

Given under my hand and notarial seal this 2nd day of May, 2001.

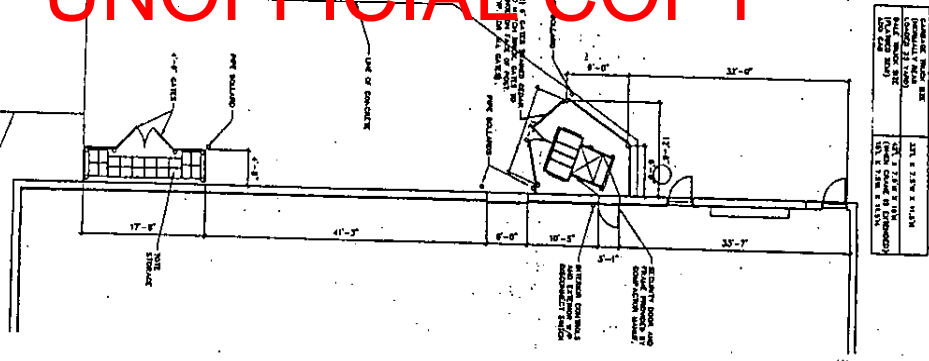
*Patricia K Holtry*

Notary Public

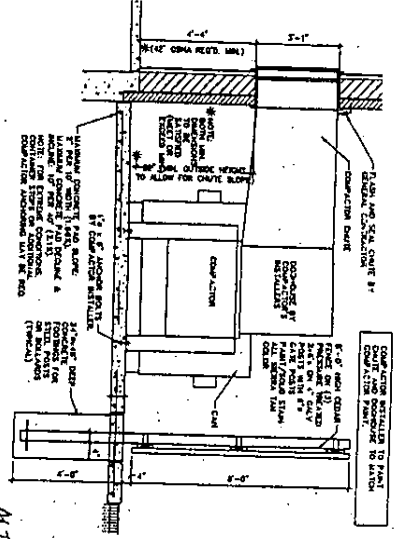
My commission expires:



4 PLAN AT TRASH COMPACTOR  
SCALE 1/8" = 1'-0"



1 SECTION STATIONARY COMPACTOR  
SCALE 1/2" = 1'-0"



**COMPACTOR GENERAL NOTES:**

1. COMPACTOR SHALL BE AS PER A-1, 2. THE COMPACTOR SHALL BE DESIGNED TO COMPACT HOUSEHOLD TRASH TO A MINIMUM OF 11.5 TONS PER HOUR (11.5 TONS/HR) AT 25% SOLIDS.

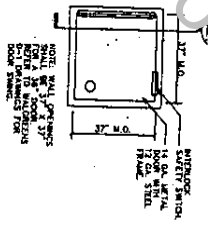
2. THE COMPACTOR SHALL BE DESIGNED TO OPERATE AT A THROUGHPUT RATE OF 11.5 TONS PER HOUR (11.5 TONS/HR) AT 25% SOLIDS.

3. THE COMPACTOR SHALL BE DESIGNED TO OPERATE AT A THROUGHPUT RATE OF 11.5 TONS PER HOUR (11.5 TONS/HR) AT 25% SOLIDS.

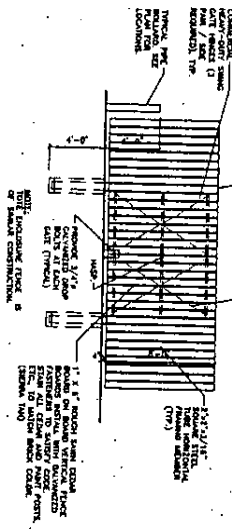
4. THE COMPACTOR SHALL BE DESIGNED TO OPERATE AT A THROUGHPUT RATE OF 11.5 TONS PER HOUR (11.5 TONS/HR) AT 25% SOLIDS.

5. THE COMPACTOR SHALL BE DESIGNED TO OPERATE AT A THROUGHPUT RATE OF 11.5 TONS PER HOUR (11.5 TONS/HR) AT 25% SOLIDS.

2 THRU-THE-WALL FEED DOOR DETAIL  
SCALE 1/2" = 1'-0"



3 TOTE ENCLOSURE DETAIL  
SCALE 1/2" = 1'-0"



5 SITE PLAN  
SCALE 1" = 50'-0"

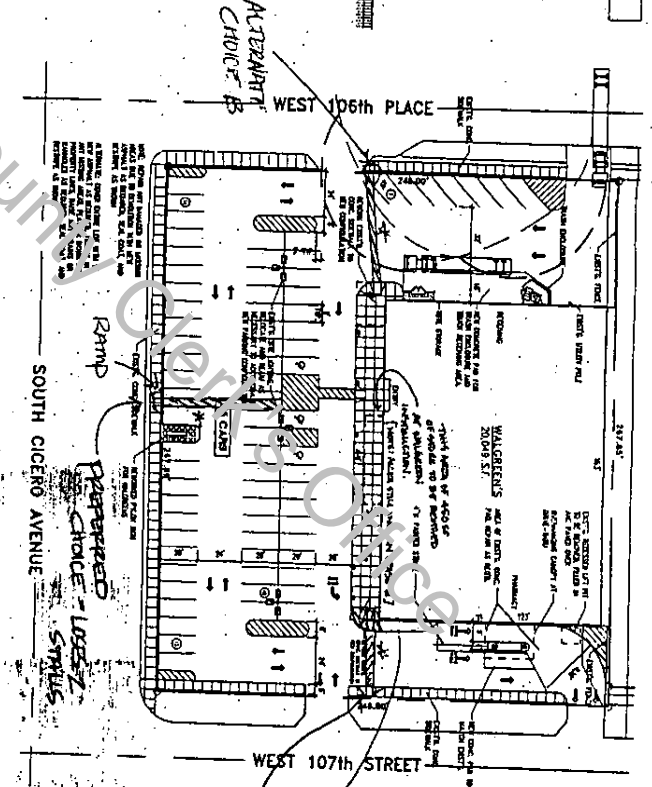


EXHIBIT "A"

1/24/01  
3/1/01

NO.	DATE	BY	REVISION

DESIGNER AND SEAL:

**Walgreen**

**Arcollina Associates**  
Professional Engineers, Inc.  
Chicago, Illinois

**WALGREEN COMPANY**  
Deerfield, Illinois

NEED AT LEAST 1 HC ACCESSIBLE PART FROM PUBLIC SIDEWALK TO ENTRY PER ADA: GUIDEWAYES.

SIDEWALK ADDED FOR EMERGENCY EXIT APPROXIMATE CHOICE A.

DATE: 11/21/00	SCALE: AS SHOWN	PROJECT: WALGREEN PHARMACY
BY: [Signature]	SCALE: 1/8" = 1'-0"	NO. 106 & 107th ST. DEERFIELD, ILL.
CHECKED BY: [Signature]	SCALE: 1/2" = 1'-0"	PROJECT NO. [Blank]
DESIGNED BY: [Signature]	SCALE: 1/2" = 1'-0"	DRAWING TITLE: SEE PLAN

AI

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## EXHIBIT "B"

### LEGAL DESCRIPTION

The west 248 feet of Lots 1 and 2, in Block 8, in F.H. Bartlett's Highway Acres, being a subdivision of the south half of the west half of the northwest quarter and the west half of the southwest quarter of Section 15, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

Exhibit "C"

**Memorandum of Lease Amendment and Extension Agreement**

RIDER ATTACHED TO AND MADE A PART OF ~~LEASE~~ DATED March 26, 2001

**Memorandum of Lease Amendment and Extension Agreement**

THIS ~~LEASE~~ is executed by LASALLE BANK NATIONAL ASSOCIATION, not personally but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated August 9, 1968 and known as Trust No. 26928 at LaSalle Bank National Association to all provisions of which Trust Agreement this LEASE is expressly made subject. It is expressly understood and agreed that nothing herein or in said LEASE contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenants, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Lessee, and that so far as said Trustee is concerned the owner of any indebtedness or liability accepting hereunder shall look solely to the premises hereby leased for payment thereof. It is expressly understood and agreed that said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said trustee has no control over, and under this Lease assumes no responsibility for (1) the management or control of such property (2) the upkeep, inspection, maintenance or repair of such property (3) the collection of rents or rental of such property, or (4) the conduct of any business which is carried on upon premises. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

Clerk's Office