



Prepared by and after recordation return to:

Glen R. Cornblath, Esq.
Krasnow, Sanberg Cornblath & Hobbs
500 North Dearborn Street
Second Floor
Chicago, IL 60610

78645452dfk

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE dated as of the 29th day of August, 2000 is made and entered into by and among LASALLE BANK NATIONAL ASSOCIATION, as successor trustee to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated February 26, 1990 and known as Trust Number 25-10608 (the "08 Trust") and LASALLE BANK NATIONAL ASSOCIATION, as successor trustee to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 1, 1986 and known as Trust Number 25-7859 (the "59 Trust"; the 08 Trust and the 59 Trust are collectively referred to as "Landlord"), with an address c/o Giannotti's, 17W 400 22nd Street, Oak Brook Terrace, Illinois 60180, and CENTRUM NORRIDGE, L.L.C., an Illinois limited liability company, with an address at 225 West Hubbard Street, Chicago, Illinois 60610 ("Tenant") with respect to that certain unrecorded Ground Lease dated August 29, 2000, demising the premises herein described (as amended, the "Lease").

4
D

Pursuant to Section 20.6 of the Lease, Landlord and Tenant hereby acknowledge and affirm that:

1. For good and valuable consideration, Landlord leases to Tenant and Tenant leases from Landlord those certain premises (the "Premises") legally described on Exhibit A attached hereto.

2. The term of the Lease is for a period of ninety-nine (99) years, commencing on the January 1, 2001 and terminating on December 31, 2099, unless sooner terminated pursuant to the terms of the Lease.

3. Pursuant to Section 21.1 of the Lease, if at any time and from time to time Landlord receives a Bona Fide Offer (defined in the Lease) to purchase the Premises during the term of the Lease, Landlord shall so notify Tenant within five (5) days after receipt of the Bona Fide Offer. Tenant may, at Tenant's option and within thirty (30) days after receipt of Landlord's notice and the copy of the Bona Fide Offer, offer to purchase the Premises at the price and upon the terms and conditions contained in the Bona Fide Offer and such other terms and conditions contained in the Lease.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

173-888 X08

UNOFFICIAL COPY

4. Landlord and Tenant further acknowledge and affirm that this Memorandum is not a complete summary of the Lease. Accordingly, Landlord and Tenant hereby agree that this Memorandum shall not be used in interpreting the Lease provisions and that, in the event of conflict between this Memorandum and the Lease, the Lease shall control.

5. This instrument is executed by the undersigned Land Trustee, not personally but 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 of 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. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. 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, all such liability being expressly waived by any person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking, or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF the parties have executed this Memorandum of Lease as of the day and year first above written.

LASALLE BANK NATIONAL ASSOCIATION,
successor trustee to American National Bank and
Trust Company of Chicago as trustee
under Trust Agreement dated February 26, 1990
and known as Trust Number 25-10608

By: Margaret O'Donnell
Name: MARGARET O'DONNELL
Title: Trust Officer

CENTRUMNORRIDGE, L.L.C.

By: [Signature]
Manager

LASALLE BANK NATIONAL ASSOCIATION,
successor trustee to American National Bank and
Trust Company of Chicago as trustee
under Trust Agreement dated July 1, 1986 and
known as Trust Number 25-7859

By: Margaret O'Donnell
Name: MARGARET O'DONNELL
Title: Trust Officer

UNOFFICIAL COPY

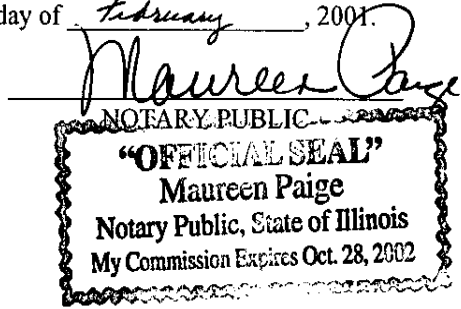
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
) SS:
COUNTY OF COOK)

I Maureen Paige, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MARGARET O'DONNELL, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Trust Officer of the 08 Trust, appeared before me this day in person and acknowledged to me that s/he, being duly authorized, signed and delivered said instrument as her/his free and voluntary act in her/his capacity as Trust Officer of the 08 Trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 14th day of February, 2001.

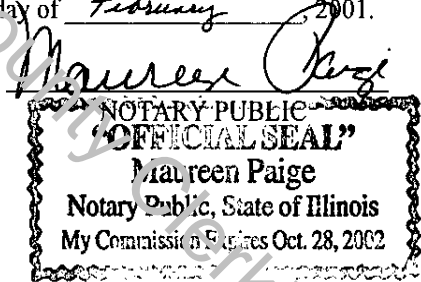


COMMISSION EXPIRES: 10-28-02

STATE OF ILLINOIS)
)
) SS:
COUNTY OF COOK)

I Maureen Paige, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MARGARET O'DONNELL, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Trust Officer of the 59 Trust, appeared before me this day in person and acknowledged to me that s/he, being duly authorized, signed and delivered said instrument as her/his free and voluntary act in her/his capacity as Trust Officer of the 59 Trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 14th day of February, 2001.



COMMISSION EXPIRES: 10-28-02

STATE OF ILLINOIS)
)
) SS:
COUNTY OF COOK)

I STEPHANIE T. BENGTSOON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHN MELINDEU, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Manager of Centrum Norridge, L.L.C., appeared before me this day in person and acknowledged to me that he, being duly authorized, signed and delivered said instrument as his free and voluntary act in his capacity as Manager of Centrum Norridge, L.L.C., for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 24th day of May, 2001.



COMMISSION EXPIRES: _____

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTIONS OF THE PREMISES

Tract 1 -- 08 Trust

Parcel 1:

Lots 3, 4, 5, 6, 7 and 8 in Block 8 in Cumberland and Lawrence, being George Gauntlett's Subdivision of the Southeast Quarter of the Southwest Quarter of Section 11, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The North Half of the vacated 115.05 foot alley lying South of adjoining Lot 8 in Block 8 in Cumberland and Lawrence, being George Gauntlett's Subdivision of the Southeast Quarter of the Southwest Quarter of Section 11, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Tract 2 - 59 Trust

Parcel 1:

Lot 9 and the Easterly 35 feet of Lot 10 in Block 8 in Cumberland and Lawrence, being George Gauntlett's Subdivision of the Southeast Quarter of the Southwest Quarter of Section 11, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The South Half of the vacated 115.05 foot alley lying North of adjoining Lot 9 and the Easterly 35 feet of Lot 10 in Block 8 in Cumberland and Lawrence, being George Gauntlett's Subdivision of the Southeast Quarter of the Southwest Quarter of Section 11, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 4820 North Cumberland, Norridge, Illinois
8700 West Lawrence, Norridge, Illinois

P.I.N.s: 12-11-309-008, 12-11-309-009
12-11-309-010, 12-11-309-011
12-11-309-012, 12-11-309-013
12-11-309-018

10657442

UNOFFICIAL COPY

Property of Cook County Clerk's Office