

MAP #2353
4200 Kirchoff Road
Rolling Meadows, IL

MEMORANDUM OF LEASE



0011059388

THIS MEMORANDUM OF LEASE ("Memorandum"), effective as of October 1, 2001, between Rolling Meadows Marathon, an Illinois sole proprietorship owed by Robert E. Horel, located at 4200 Kirchoff Road, Rolling Meadows, Illinois 60008, (hereinafter referred to as "Lessee", which reference will include transferees, assignees and successors in interest) and Marathon Ashland Petroleum LLC, a Delaware limited liability company, whose mailing address is 539 South Main, Findlay, Ohio 45840 (hereinafter referred to as "Lessor")

WITNESSETH:

WHEREAS, the Lessee entered into an agreement for the lease of real estate and an alteration amendment to that lease on September 10, 2001, effective October 1, 2001 (the "Lease") with Lessor for the property commonly described MAP Unit #2353, 4200 Kirchoff Road, Rolling Meadows, Illinois 60008 (" the Premises") and legally described as:

Being all or part of Lots 7, 8, 9 and 10 in Verdant Acres Subdivision in the S. 1/2 of Sec. 26, T. 42 N., R. 10 E. of the Third Principal Meridian, the plat of which being recorded February 27, 1957 as Document 16836081 in the County of Cook, State of Illinois and being more particularly described as follows:

Commencing at the Northeast corner of said Lot 10 and being the "True Point of Beginning".

Thence on and along the Westerly right-of-way line of Hicks Road S 23° 26' 21" E a distance of 110.07 feet to a point being the beginning of a curve to the right.

Thence on and along the arc of said curve a distance of 83.90 feet to the point of tangent. Said curve having a radius of 205.10 feet, a chord bearing of S 11° 43' 20" E a distance of 83.32 feet.

23695-53

UNOFFICIAL COPY

11059388

MAP #2353
4200 Kirchoff Road
Rolling Meadows, IL

Thence continuing on and along said Westerly right-of-way due SOUTH a distance of 26.27 feet to a point.

Thence departing from said Westerly right-of-way due WEST a distance of 90.00 feet.

Thence S 60° 30' 38" W a distance of 113.17 feet.

Thence S 29° 52' 07" W a distance of 75.00 feet to a point being the intersection with the Northeasterly right-of-way of Kirchoff Road.

Thence on and along said Northeasterly right-of-way N 60° 07' 53" W a distance of 157.15 feet to a point being the Southwesterly corner of said Lot #7 in Verdant Acres Subdivision.

Thence on and along the Westerly line of said Lot #7, N 30° 14' 32" E a distance of 196.51 feet to a point being the Northwesterly corner of said Lot #7.

Thence S 41° 35' 28" E a distance of 3.15 feet to a point being the Southwesterly corner of Lot #10 in Verdant Acres Subdivision.

Thence on and along the Northerly line of said Lot #10 N 67° 14' 32" E a distance of 217.39 feet to the point of beginning and containing 1.45 acres more or less subject however to easements of record.

WHEREAS, a copy of the executed Lease and the Amendment will be held by Lessor and Lessee at their respective offices at the addresses provided above; and

WHEREAS, Lessor and Lessee desire to enter into and execute this Memorandum which is to be recorded in order that third parties may have notice of the Lease and the Amendment of Lease on these Premises.

NOW, THEREFORE, Lessor and Lessee desire to make of public record the following:

1. The Lease term is in effect as of October 1, 2001 and expires as of September 30, 2004;
2. The Alteration Amendment to this agreement provides that within thirty (30) days of termination, cancellation or nonrenewal of the franchise relationship between Lessor and Lessee, Lessor has the option to require Lessee to remove the Alterations made to the Premises by Lessee or to require Lessee to convey the premises to Lessor without further remuneration or consideration.

UNOFFICIAL COPY

MAP #2353
4200 Kirchoff Road
Rolling Meadows, IL

All of the terms, conditions, provisions and covenants of the Lease and the Alteration Amendment are incorporated in this Memorandum of Lease by reference as though written out at length herein and the Lease, the Alteration Amendment and this Memorandum of Lease shall be deemed to constitute a single instrument or document.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first above written.

Signed and acknowledged
presence of:

LESSOR:
Marathon Ashland Petroleum LLC



Donna L Endrek
DONNA L ENDREK
Print Name

By: M. E. Peters
Name: M. E. Peters
Title: Senior Vice President Marketing

Diane K. Diller
Diane K. Diller
Print Name

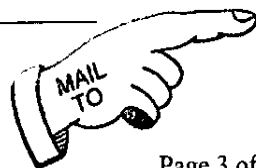
LESSEE:
Rolling Meadows Marathon, and Illinois sole
proprietorship owned by Robert E. Horel

Lorita M. Loar
Lorita M. Loar
Print Name

By: Robert E. Horel
Name: Robert E. Horel
Title: Owner

H. Koumas
H. Koumas
Print Name

Lawyers Title Ins. Corp.
4111 Executive Parkway Ste 304
Westerville, Ohio 43081



UNOFFICIAL COPY

11059388

MAP #2353
4200 Kirchoff Road
Rolling Meadows, IL

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, personally appeared Robert E. Horel, and acknowledged the execution of the foregoing instrument as the owner of Rolling Meadows Marathon acting for and on behalf of said sole proprietorship.

WITNESS my hand and Notarial Seal this 11th day of September, 2001.

Tina M. Ignas
Notary Public

My Commission Expires:

July 10, 2005



STATE OF OHIO)
) SS.
COUNTY OF HANCOCK)

Before me, a Notary Public in and for said County and State, personally appeared M. E. Peters for Marathon Ashland Petroleum and acknowledged the execution of the foregoing instrument acting for and on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 26th day of September, 2001.

Sandra L. Schoonover
Notary Public

My Commission Expires:

4-11-2003