



UNOFFICIAL COPY

0020138035

1854/0177 38 001 Page 1 of 7
2002-02-01 15:51:38
Cook County Recorder 63.50



0020138035

AFTER RECORDING, RETURN TO:

Attn: Christine A. Hathaway
LandAmerica - Nat'l Commercial Svcs.
10 South LaSalle Street, Suite 2500
Chicago, IL 60603 CHI-28918

01-15791

Lawyers Title Insurance Corporation

RETURN RECORDED DOCUMENT TO:

WALGREEN CO.
200 Wilmot Road, Dept. #51
Deerfield, Illinois 60015
Attn: Barbara Byrnie
Store No. 4540

This Instrument Prepared by:
Ramina Evazians
200 Wilmot Road
Deerfield, Illinois 60015

MEMORANDUM OF LEASE

By this Memorandum of Lease made the 1st day of January, 2002, between CORNERSTONE LEASED DRUG STORES, LLC, a Delaware limited liability company, hereinafter called "Landlord," and BOND DRUG COMPANY OF ILLINOIS, an Illinois corporation, hereinafter called "Tenant;"

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for a term of seventy five (75) years, commencing January 28, 2002, and continuing to and including January 31, 2077 ("Term") pursuant to a lease of even date herewith between the parties hereto (the "Lease") and subject to prior termination as therein provided the premises to include both the real property and building and other improvements, appurtenances, easements and privileges known as 901 West Touhy, in the City of Park Ridge, County of Cook, State of Illinois, as shown on the plan attached hereto and made a part hereof as Exhibit "A" and as legally described on Exhibit "B" attached hereto and made a part hereof and hereinafter referred to as the "Leased Premises."

UNOFFICIAL COPY

20138035

The Lease, among other things, contains the following provisions:

PARKING

Recorded against the Leased Premises is that certain Declaration of Easements, Covenants, Conditions and Restrictions dated May 20, 1998, document no. 98-494431 ("Declaration") which grants to the owner and tenants of the Leased Premises certain easements and other rights against the parcel(s) adjacent to the Leased Premises. Landlord hereby assigns to Tenant all of Landlord's rights and obligations under the Declaration, and Tenant shall be deemed a third party beneficiary and Tenant hereby assumes and agrees to pay and discharge all such obligations. To the extent any right must be exercised in Landlord's name, Tenant is authorized to use Landlord's name, and hereby indemnifies Landlord against any loss, cost or damage arising out of such use of Landlord's name. In the event that it is determined that Tenant has no standing to proceed with any such enforcement action, then Landlord, within seven (7) days after receipt of such written demand therefor from Tenant, shall take any and all action necessary or appropriate to enforce the provisions of the Declaration. Tenant covenants and agrees that it will comply with as the case may require all rights, covenants and agreements granted in the Declaration.

To the extent Landlord's consent is required or sought with respect to any item governed by the Declaration, Landlord shall not grant its consent unless Landlord first notifies Tenant and provides Tenant not less than fifteen (15) days to also consent (or refuse to) to such request or item for which Landlord's consent is sought. If Tenant shall not expressly and in writing consent, Landlord shall not consent and Landlord shall object in the manner and within the time required under the Declaration. Any consent of Landlord under the Declaration given absent Tenant's express consent shall be of no effect and deemed invalid.

It is understood and agreed that neither Landlord nor Tenant shall enter into any agreements modifying or terminating the Declaration without first obtaining the express written consent of the other party and such modification or termination without first obtaining the other party's express written consent shall be of no effect.

EXCLUSIVES

Landlord covenants and agrees that, during the Term and any extensions or renewals thereof, no additional property which Landlord, directly or indirectly, may now or hereafter own or control, and which is contiguous to, or which is within five hundred (500) feet of any boundary of, the Leased Premises, will be used for any one or combination of the following: (i) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or

UNOFFICIAL COPY

20138035

remuneration of any kind; (ii) the operation of a medical diagnostic lab and/or the provision of treatment services (other than as part of a medical, dental, physician, surgical or chiropractic office[s], which office[s] shall not be restricted by this subsection [ii]); (iii) the sale of so-called health and/or beauty aids and/or drug sundries; (iv) the operation of a business in which alcoholic beverages shall be sold for consumption off the premises; (v) the operation of a business in which photofinishing services and/or photographic film are offered for sale; (vi) the operation of a business in which greeting cards and/or gift wrap are offered for sale; and/or (vii) the operation of a business in which prepackaged food items for off premises consumption are offered for sale, except that the incidental sale of prepackaged food items in no more than 25 square feet of floor area shall be permitted. Landlord shall not be deemed in default of this Section (a), if at the time Landlord acquires such contiguous property, an occupant thereof is then operating or then has the right to operate in a manner which would otherwise be in violation of this Section (a), and thereafter such occupant operates in a manner which would otherwise be a violation of this Section (a). In the event that Tenant files suit against any party to enforce the foregoing restrictions, Landlord agrees to cooperate fully with Tenant in the prosecution of any such suit, and reimburse Tenant for all of attorneys' fees and court costs incurred by Tenant in connection with such suit, notwithstanding its resolution if such suit results from an act or omission to Tenant. For purposes hereof "contiguous" shall mean property that is either adjoining the Leased Premises or separated from the Leased Premises only by a public or private street, alley or right-of-way.

Provisions for additional rent and the other terms, covenants and conditions of said letting, including the options on the part of Tenant for prior termination, are set forth at length in the Lease, and all of said provisions, terms, covenants and conditions are, by reference hereto, hereby incorporated in and made a part of this Memorandum of Lease.

This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land. This instrument shall not become binding upon the parties until it shall have been executed and delivered by both Landlord and Tenant.

This Memorandum of Lease 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 Lease and this Memorandum of Lease 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 Lease.

UNOFFICIAL COPY

20138035

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease, under seal, as of the day and year first above written.

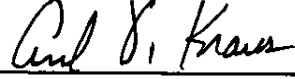
Tenant:

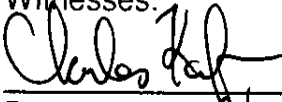
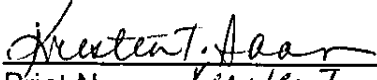
Landlord:

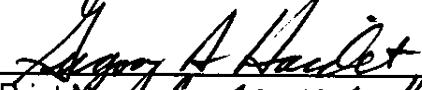
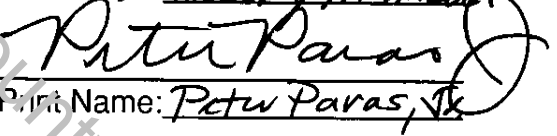
BOND DRUG COMPANY OF ILLINOIS, an Illinois corporation

CORNERSTONE LEASED DRUG STORES, LLC, a Delaware limited liability company

By: 
Print Name: Allan M. Rensick
Title: Vice President

By: 
Print Name: Andrew E. Kraus
Title: Vice President

Witnesses:

Print Name: Charles Kaufman

Print Name: Kristen T. Jaan

Witnesses:

Print Name: Gregory A. Hurd

Print Name: Peter Paras, Jr.

UNOFFICIAL COPY

20138035

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, W A Montgomery, a Notary Public, do hereby certify that Allan M Resnick, personally known to me to be the Vice President of BOND DRUG COMPANY OF ILLINOIS, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President, he signed and delivered the said instrument as Vice President of said corporation, 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 uses and purposes therein set forth.

Given under my hand and notarial seal, this 22 day of Jan., 2002.

My Commission Expires:

W A Montgomery
Notary Public
OFFICIAL SEAL
WILLIAM A. MONTGOMERY, JR.
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/25/2003

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

I, DEBORAH S. LEPPERT, a Notary Public, do hereby certify that Andrew E. Kraus, personally known to me to be the Vice President of CORNERSTONE LEASED DRUG STORES, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President, he signed and delivered the said instrument as Vice President of said limited liability company, pursuant to authority, given by the Board of Directors of said limited liability company as their free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 24 day of JAN., 2002.

My Commission Expires:

Deborah S Leppert
Notary Public
DEBORAH S. LEPPERT
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 16, 2002



UNOFFICIAL COPY

20138035

Cornerstone

STORE NO. 4540 IL
EXHIBIT B

Lot 1 in Grobart Park Subdivision, being a resubdivision of Lots 1 to 8 in Block 1 and Lots 1 to 6 and the East 25 Feet of Lot 7 in Block 2 in Union Addition to Park Ridge in Section 35, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, together with that part of vacated Clifton Avenue lying West of and adjoining Lot 8 in Block 1 and East of and adjoining Lot 1 in Block 2 of Parcel 1, aforesaid.

CKA: 901 W. Touhy
Park Ridge IL

PIN 09-35-104-01

Property of Cook County Clerk's Office

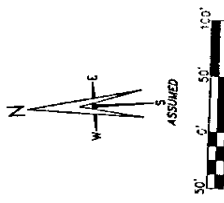
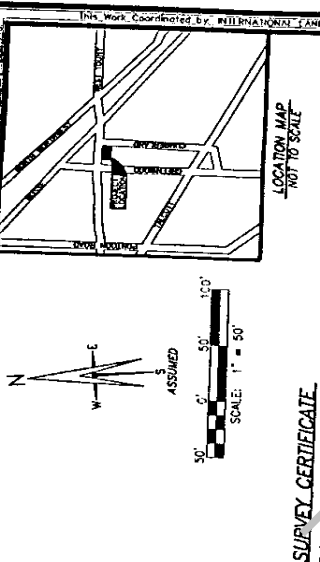
UNOFFICIAL COPY 20138035

ALTA/ACSM LAND TITLE SURVEY

A TRACT OF LAND BEING LOT 1, IN GROBART PARK SUBDIVISION AND LOTS 1 AND LOTS 1 THROUGH 3 OF BLOCK 2, TOGETHER WITH THAT PART OF CLIFTON AVENUE LYING WEST OF AND ADJOINING LOT B IN BLOCK 1 AND EAST OF AND ADJOINING LOT 1 IN BLOCK 2 OF PARCEL 1, AFORESAID, SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION (AS PROVIDED)

LOT 1 IN GROBART PARK SUBDIVISION BEING A REVISION OF LOTS 1 TO 8 IN BLOCK 1, AND LOTS 1 TO 8 AND THE EAST 25 FEET OF LOT 7 IN BLOCK 2, TOGETHER WITH THAT PART OF CLIFTON AVENUE LYING WEST OF AND ADJOINING LOT B IN BLOCK 1 AND EAST OF AND ADJOINING LOT 1 IN BLOCK 2 OF PARCEL 1, AFORESAID.

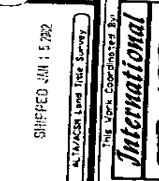


SURVEY CERTIFICATE

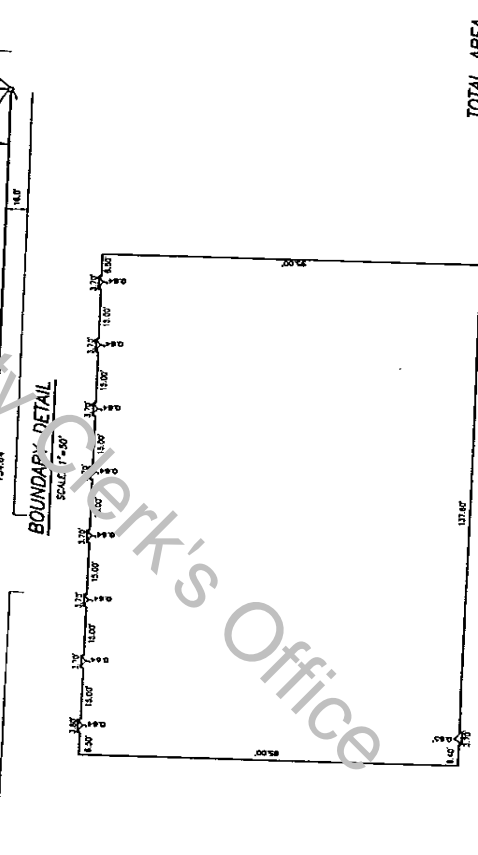
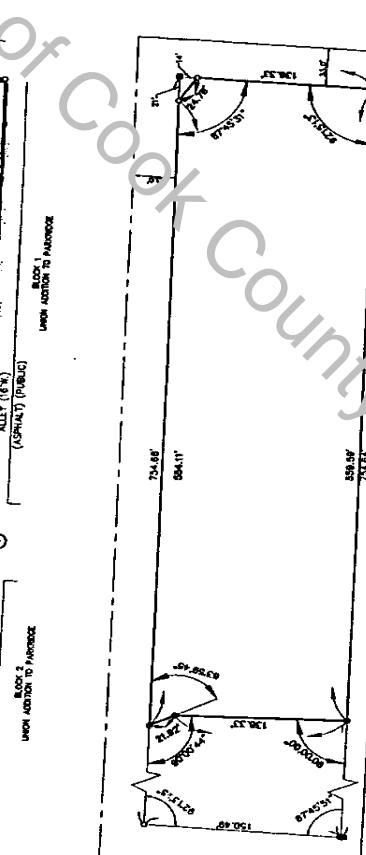
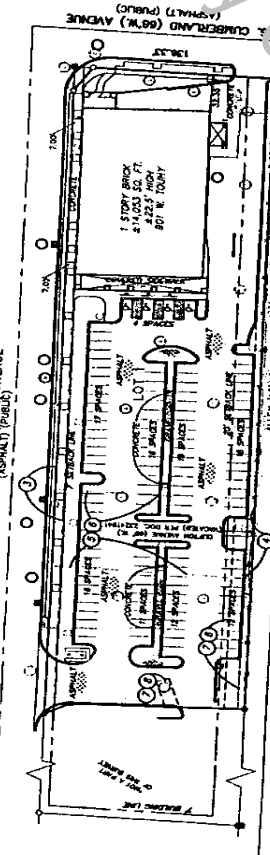
THESE CERTIFICATE AND THE SURVEY...

- 1. THIS SURVEY WAS PREPARED BY ALTA/ACSM LAND SURVEYING, INC. IN CONNECTION WITH THE OBTAINING OF A MORTGAGE LOAN TO CONVEYING LEASED DURING...

- 5. THE SIZE, LOCATION AND TYPE OF VISIBLE BUILDINGS, STRUCTURES AND VISIBLE IMPROVEMENTS ARE AS SHOWN.
- 6. SAID VISIBLE BUILDINGS, STRUCTURES AND VISIBLE IMPROVEMENTS CONSTITUTE ALL OF THE BOUNDARY LINES OF THE PROPERTY, EXCEPT SUCH, IF ANY, AS SHOWN ON THE SURVEY.



Administrative form containing client information, project details, and a 'Prepared For' field.



TOTAL AREA: 44,500 SQ. FT. 1.0214 ACRES

Table with 2 columns: 'EXISTING STRUCTURE' and 'EXISTING UTILITIES'. It lists various services like water, gas, sewer, and telephone, along with their status (e.g., 'AS SHOWN', 'NOT SHOWN').

NOTES CORRESPONDING TO SCHEDULE B ITEMS

- 1. BUILDING ONE (7 FEET FROM STREET LINE) IS AS ESTABLISHED BY AGREEMENT RECORDED JUNE 8, 1928 AS DOCUMENT #303848 (AS PLOTTED HEREON).
- 2. REVISION OF EASEMENT BY THE COMPANY IN EMBLEM COMPANY AND CENTRAL TELEPHONE COMPANY OF THE STATE OF ILLINOIS, INC. IS PARCEL 10 IN LETTER DATED SEPTEMBER 28, 1928, WITH 5 FEET OF THE EAST BOUNDARY LINE OF THE EASEMENT RECORDED OCTOBER 31, 1928 AS DOCUMENT #321418 (AS PLOTTED HEREON).

ZONING INFORMATION table. ZONES: RESIDENTIAL. SETBACKS: FRONT 20', SIDE 0'. MAXIMUM STRUCTURE HEIGHT: NONE. PARKING RESTRICTIONS: NONE.

STATEMENT OF ENCROACHMENTS: NONE APPARENT

Stamp and logo for International Land Services, Inc. with contact information: 500 EIGHTH AVENUE, SUITE 500, CHICAGO, ILLINOIS 60601. PHONE: (312) 467-7100.