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Cook County Recorder

31.50

SHORT FORM OF LEASE

THIS SHORT FORM OF LEASE dated as of this 18th day of April, 2002, by and between **Telemahos Psychogios and Costas Sizopoulos, a general partnership** (hereinafter "Landlord") and **AutoZone, Inc., a Nevada corporation**, (hereinafter "Tenant").

WITNESSETH:

That in consideration of the rents, covenants and conditions more particularly set forth in a certain Lease between Landlord and Tenant and bearing even date herewith, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. Demised Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the approximately 10,010 square foot premises located at 7021 West 159th Street in the City of Orland Park, County of Cook, State of Illinois, and more particularly described as the Demised Premises in Exhibit "A" and shown outlined on Exhibit "B", together with all improvements now or hereafter erected thereon and all rights and appurtenances thereunto belonging. The Demised Premises is part of the Landlord's other property hereinafter referred to as Entire Premises and described in Exhibit "A" shown outlined on Exhibit B.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease.

2. Term. The Lease shall become effective as of the date herein or when Tenant receives a fully executed original of this Lease (hereinafter "Execution Date"). The Term as hereinafter defined shall expire on the last day of the month in which the fifth (5th) anniversary of the Commencement Date as hereinafter defined occurs or as otherwise extended or terminated as herein provided (hereinafter "Expiration Date"). The term of this Lease shall commence on the Commencement Date as hereinafter defined and expire on the Expiration Date (hereinafter "Term"). Tenant may extend the Lease for three (3) successive periods of five (5) additional years each. If Tenant validly exercises an option to extend the Term of this Lease, the last day of the Term as so extended shall be the Expiration Date. If this Lease is terminated, the date on which the termination becomes effective shall be the Expiration Date.

3. Protective Covenant. (A) In order to induce Tenant to enter into this Lease, Landlord agrees for itself, its successors and assigns, its officers, directors and shareholders (holding more than ten percent (10%) of its stock), its parent, affiliated and subsidiary corporations and any partner or other party affiliated with it, that none of the foregoing shall use, suffer, permit or consent to the use or occupancy of any part of the Entire Premises except for the Demised Premises and Sears Roebuck as an auto parts store or for the sale of automobile parts, supplies and/or accessories. No part of any sign, pylon or other similar sign structure may be erected within 75 feet of the

current northerly right of way line of 159th Street on the Entire Premises, except for such signs existing at the Execution date and shown on the plot plan, attached to this Lease as Exhibit B.

(B) Landlord further grants Tenant the right to merchandise any products normally sold in Tenant's other auto parts, supply and accessories stores without restriction.

(C) Landlord shall not use, lease, sell or otherwise convey all or any part of the Entire Premises to any entity which requires, or may require in the future, a denser parking use than Tenant. Denser parking use as used herein means a use the classification of which under local law requires a higher number of parking spaces per square foot of occupancy than that of Tenant.

(D) Prohibited uses of the Entire Premises (whether or not prohibited by the next preceding paragraph) include but are not limited to the following: Manufacturing or industrial uses, offices, either private or government (including, but not limited to any type of telephone call center, medical office, clinic or facility); flea market or similar business; adult entertainment, commercial indoor amusements; schools of any type; churches; car rentals or sales or the parking of vehicles offered for lease or sale in the parking areas of Entire Premises; nightclubs; cocktail lounges; taverns; entertainment facilities; undertaking establishments; bingo games or off-track betting agencies; post offices or postal facilities; gymnasiums, spas, tanning facilities, dance studios or health clubs; theaters, either motion picture or live; bowling alleys; skating rink of any type; or any other similar uses which require excessive use of the Parking Area in terms of number of parking spaces or length of time or the use of the parking spaces.

4. Common Facilities. (A) All those portions of Entire Premises shown on Exhibit "B" which are not presently occupied by buildings except for Tenant's Loading Area (reserved for Tenant's exclusive use) as located on Exhibit "B" (hereinafter "Common Facilities") shall be for the exclusive joint use of all tenants of the buildings on the Entire Premises, their employees, customers and invitees and Landlord hereby grants to Tenant, its employees, customers and invitees, the right to use, in common with all other tenants of the buildings on the Entire Premises, all of said Common Facilities and any enlargement thereof for ingress and egress to and from the Demised Premises and the public streets and highways shown on Exhibit "B" and for the parking of motor vehicles in the areas designated as the Parking Area.

(B) Throughout the Term, the Common Facilities shall contain a Parking Area as shown on Exhibit "B", and Landlord shall not use or permit the Common Facilities to be used for carnivals or other businesses, temporarily or permanently.

5. Purpose. The sole purpose of this instrument is to give notice of said Lease and all its terms, covenants and conditions to the same extent as if said Lease were fully set forth herein.

6. Binding Effect. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns, tenants and subtenants. All covenants and agreements of this instrument and said Lease shall run with the land described in Exhibit A hereto and be a benefit thereto and burden thereon, except that said restrictions, benefits and obligations shall cease and be of no further force and effect after the termination of the Lease.

Handwritten signature and initials, possibly 'J.P.' and 'CS', in black ink.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

LANDLORD: Telemahos Psychogios and Costas Sizopoulos, a general partnership

Telemahos Psychogios

[Signature]

Costas Sizopoulos *[Signature]*

Date: April 18, 2002

TENANT: AutoZone, Inc., a Nevada corporation

By: *[Signature]*

Printed Name: Wm. David Gilmore

Title: Vice President

By: *[Signature]*

Printed Name: James Dobbs

Title: Vice President

Date: 4-11-02

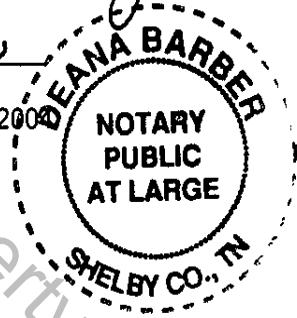
Property of Cook County Clerk's Office

ACKNOWLEDGMENTS

STATE OF TENNESSEE)
COUNTY OF SHELBY)

The foregoing instrument was acknowledged before me this 11th day of April by Wm. David Gilmore, Vice-President and James Dabbs, Vice-President of AutoZone, Inc., a Nevada corporation, on behalf of the corporation

Deana Barber
Deana Barber, Notary Public
My Commission Expires: 4-3-2004

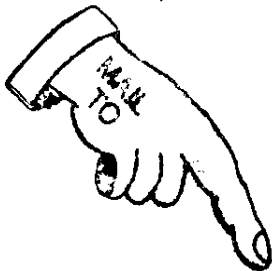


STATE OF ILLINOIS)
COUNTY OF COOK) SS.:

I, HARRY E. GABRIELIDES a Notary Public in and for said State and County do hereby certify that Telemahos Psychogios and Costas Sizopoulos personally known to me to be the and SOLE MEMBERS of a general partnership and whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free act and voluntary deed on behalf of the partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this 18th day of April, 2002.

Harry E. Gabrielides
Notary Public
My commission expires



TONY VALENCIUS
1532 N. HALSTED SUITE # 100
CHICAGO IL 60622

EXHIBIT "A"

Legal Description

Demised Premises:

The Parcel of land shown outlined as "Demised Premises", Exhibit "B", annexed hereto upon which is located a store building having a frontage of at least 77 feet and a depth of at least 130 feet, and an overall area of 10,010 sq. ft., all being a part of Entire Premises hereinafter described.

Entire Premises:

LEGAL DESCRIPTION OF LESSOR'S PROPERTY.

LOT 1 OF STERLING RESUBDIVISION, A PART OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL BEING IN THE VILLAGE OF ORLAND PARK, COOK COUNTY, ILLINOIS, PER PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 12, 1993, AS DOCUMENT NO. 93530909.

P.I.N.: 28-18-310-014-0000

EXHIBIT "B"

Plot Plan

