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RETURN RECORDED DOCUMENT TO:

WALGREEN CO.
200 Wilmot Road, Dept. #2252
Deerfield, Illinois 60015
Attn: Ken White

This Instrument Prepared by:
Yvette Flores
200 Wilmot Road, Deerfield, Illinois 60015

0030411277

6088/0135 20 001 Page 1 of 9
2003-03-27 08:13:57
Cook County Recorder 74.00



0030411277

MEMORANDUM OF LEASE

By this Memorandum of Lease, made the 21st day of April,
²⁰⁰⁰~~1999~~, between AREA WIDE 71ST & PULASKI, INC., an Illinois corporation, hereinafter
called "Landlord", and WALGREEN CO., an Illinois corporation, hereinafter called
"Tenant";

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for
the term commencing February 1, 2001 and continuing to and including January 31,
2061, as such dates shall be adjusted 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 belonging thereto, at the
northeast corner of 71st and Pulaski Street in the City of Chicago, 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".



0319341084
Eugene "Gene" Moore Fee: \$74.00
Cook County Recorder of Deeds
Date: 07/14/2003 08:25 AM Pg: 1 of 9

* RE-RECORD DOCUMENT TO
CORRECT LEGAL DESCRIPTION 8058222 LMT 01

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BOX 333-CTI

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The Lease, among other things, contains the following provision(s).

EXCLUSIVES

8. (a) 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, 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 remuneration of any kind; (ii) the operation of a medical diagnostic lab and/or the provision of treatment services; (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 food items for off premises consumption are offered for sale. 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. 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.

(b) In the event that any action, claim or suit is brought by any party against Tenant alleging that Tenant's operations on the Leased Premises are in violation of any use restriction contained in any instrument, Landlord shall defend (by counsel reasonably satisfactory to Tenant), indemnify and hold Tenant harmless from any damages, loss, or cost (including, without limitation, attorneys' fees and costs) suffered by Tenant thereby, or from the enforcement of said restriction against Tenant. In addition, in the event that a court of competent jurisdiction shall hold that Tenant's operations on the Leased Premises are in violation of any use restriction, Tenant, at Tenant's option shall have the right to terminate this Lease upon thirty (30) days written notice thereof to Landlord.

RIGHT OF FIRST REFUSAL

25. (a) In the event that Landlord shall receive a Bona Fide Offer to purchase the Leased Premises at any time and from time to time on or after the date hereof and during the Initial Term and Term of this Lease or any extensions thereof from any

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person or entity, Landlord shall so notify Tenant (Attn: Law Department) together with a true and correct copy of said Bona Fide Offer. For purposes hereof, a "Bona Fide Offer" shall be deemed to be one made in writing by a person or entity that is not related or affiliated with Landlord which Landlord intends to accept (subject to this Article). Tenant may, at Tenant's option and within forty-five (45) days after receipt of Landlord's notice of said Bona Fide Offer and receipt of a copy thereof, offer to purchase the Leased Premises at the price and upon the terms and conditions as are contained in said Bona Fide Offer, in which event, Landlord shall sell the Leased Premises to Tenant upon said terms and conditions and said price; furthermore, in such event, Landlord shall convey the Leased Premises to Tenant by warranty deed. Notwithstanding the foregoing, the price that Tenant shall pay for the Leased Premises shall be reduced by an amount equal to broker's fees or commissions that would have been payable by either the purchaser or Landlord if the Leased Premises were sold pursuant to a Bona Fide Offer. Landlord shall provide Tenant evidence of the amount of brokers fees or commissions payable in connection with any such Bona Fide Offer. Landlord covenants that it shall accept no such Bona Fide Offer or convey the premises until it has complied with the terms of this Article. Any conveyance of the Leased Premises made in the absence of full satisfaction of this Article shall be void. Tenant may enforce this Article, without limitation, by injunction, specific performance or other equitable relief.

(b) Tenant's election not to exercise its Right of First Refusal shall not prejudice Tenant's rights hereunder as to any further Bona Fide Offer. The terms and conditions Contained in this Article shall be binding upon the heirs, successors and assigns of Landlord.

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 thereto, 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, bearing even date herein, between the parties

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hereto 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.

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

WALGREEN CO.

AREA WIDE 71ST & PULASKI, INC.

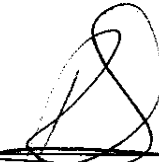
By  _____

Vice President

By  _____

President

Attest:

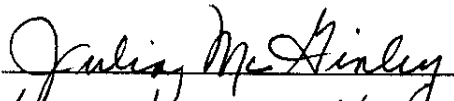
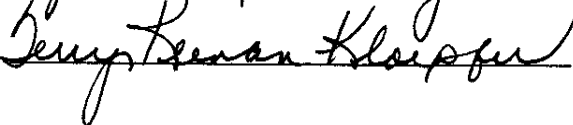


Assistant Secretary

Attest:

Secretary

Witnesses:

Witnesses:

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Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, Nora Zehelein, a Notary Public, do hereby certify that Allen M. Resnick and Robert Kahng personally known to me to be a Vice President and Asst. Secretary, respectively, of WALGREEN CO., 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 officers of said coloration they signed and delivered the said instrument and used 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 30th day of March, 2000.

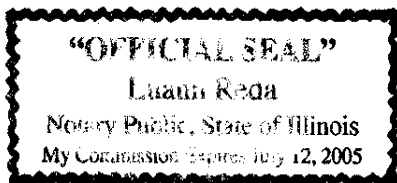


Nora Zehelein
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, do hereby certify that FAYSAL Mohamed and _____, personally known to me to be the same person whose names are subscribed to the foregoing instrument as the President and Secretary of AREA WIDE 71ST & PULASKI, INC., appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of March, 2000.



Liann Reda
Notary Public

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STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, Nora Zehelein, a Notary Public, do hereby certify that Allan M. Besnick and Robert Kahng personally known to me to be a Vice President and Asst. Secretary, respectively, of WALGREEN CO., 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 officers of said coloration they signed and delivered the said instrument and used 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 30th day of March, 2000.



Nora Zehelein
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, do hereby certify that _____ and _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the President and Secretary of AREA WIDE 71ST & PULASKI, INC., appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2000.

Notary Public

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EXHIBIT A

(Description of Land)

All of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being described as follows:

PARCEL 1:

LOTS 17 TO 25 (EXCEPT THAT PART OF LOTS 17 TO 25 LYING WEST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 16, SAID POINT BEING 17.13 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT AS ORIGINALLY PLOTTED; THENCE SOUTHERLY TO A POINT IN THE NORTH LINE OF LOT 20, SAID POINT BEING 20 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 20 AS ORIGINALLY PLOTTED; THENCE SOUTHERLY TO A POINT ON THE NORTH LINE OF LOT 25, SAID POINT BEING 26 FEET EAST OF THE NORTHWEST CORNER OF LOT 25 AS ORIGINALLY PLOTTED; THENCE SOUTH ALONG A CONTINUATION OF SAID LINE 14 FEET TO A POINT OF TANGENCY OF A CURVE CORNER TO THE SOUTHWEST HAVING A RADIUS OF 10 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO A POINT IN THE SOUTH LINE OF SAID LOT 25, SAID POINT BEING 37 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 25) IN BLOCK 13 IN W.D. MURDOCK'S MARQUETTE PARK ADDITION, BEING A SUBDIVISION OF (EXCEPT THE EAST 50 FEET) THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 26 AND THE WEST 19 FEET OF LOT 27 EXCEPT THE EAST 16.00 FEET AS DEDICATED BY DOCUMENT NO. 0020808934 AND AS SHOWN ON PLAN OF DEDICATION RECORDED AS DOCUMENT NUMBER 0020808935 IN BLOCK 13 IN W.D. MURDOCK'S MARQUETTE PARK ADDITION, BEING A SUBDIVISION OF (EXCEPT THE EAST 50 FEET) THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 16 (EXCEPT THAT PART LYING WEST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 16, SAID POINT BEING 17.13 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT AS ORIGINALLY PLOTTED; THENCE SOUTHERLY TO A POINT IN THE NORTH LINE OF LOT 20, SAID POINT BEING 20 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 20 AS ORIGINALLY PLOTTED) IN BLOCK 13 IN W.D. MURDOCK'S MARQUETTE PARK ADDITION, BEING A SUBDIVISION OF (EXCEPT THE EAST 50 FEET) OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 15 IN BLOCK 13 IN W.D. MURDOCK'S MARQUETTE PARK ADDITION, BEING A SUBDIVISION OF (EXCEPT THE EAST 50 FEET) THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

UNOFFICIAL COPY**PARCEL 6:**

ALL OF THE NORTH-SOUTH 16 FOOT PUBLIC ALLEY LYING EAST OF THE EAST LINE OF LOTS 16 TO 25, BOTH INCLUSIVE, LYING WEST OF THE WEST LINE OF LOTS 15 AND 26, LYING WEST OF A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE WEST AND SOUTHWESTERLY LINES OF LOT 15 TO THE POINT OF INTERSECTION OF THE WEST AND NORTHWESTERLY LINES OF LOT 26, LYING SOUTH OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 15 TO THE NORTHEAST CORNER OF LOT 16 AND LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 25 TO THE SOUTHWEST CORNER OF LOT 26 ALL IN BLOCK 13 IN W.D. MURDOCK'S MARQUETTE PARK ADDITION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 50 FEET THEREOF) IN COOK COUNTY, ILLINOIS AS VACATED BY DOCUMENT NO. 0020808934.

AND;

ALL THAT PART OF THE EAST-WEST 16 FOOT INCREASING TO A 26 FOOT PUBLIC ALLEY LYING SOUTH AND SOUTHWESTERLY OF THE SOUTH AND SOUTHWESTERLY LINES OF LOT 15, LYING NORTH AND NORTHWESTERLY OF THE NORTH AND NORTHWESTERLY LINES OF LOT 26, LYING EAST OF A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE WEST AND SOUTHWESTERLY LINES OF LOT 15 TO THE POINT OF INTERSECTION OF THE WEST AND NORTHWESTERLY LINES OF LOT 26 AND LYING WEST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 16.00 FEET OF THE WEST 19.00 FEET OF LOT 27 IN BLOCK 13 IN W.D. MURDOCK'S MARQUETTE PARK ADDITION AFORESAID, SAID PUBLIC ALLEY AND PART OF PUBLIC ALLEY HEREIN VACATED BEING FURTHER DESCRIBED AS ALL OF THE NORTH-SOUTH 16 FOOT ALLEY TOGETHER WITH THE WEST 28.0 FEET, MORE OR LESS, THE EAST-WEST 16 FOOT INCREASING TO A 26 FOOT PUBLIC ALLEY IN THE BLOCK BOUNDED BY W. 70TH PLACE, W. 71ST STREET, S. PULASKI ROAD AND S. SPRINGFIELD AVENUE AS VACATED BY DOCUMENT NO. 0020808934.

Street Address: 7045 South Pulaski Road, Chicago, Illinois

Permanent Index No.: 19-23-328-001, 19-23-328-002, 19-23-328-003, 19-23-328-004,
~~19-23-328-005, 19-23-328-006, 19-23-328-007, 19-23-328-008,~~
 19-23-328-009, 19-23-328-010, 19-23-328-011, 19-23-328-046