

UNOFFICIAL COPY

Memorandum of Lease

Assessor's Parcel Number: 16-08-219-001

Between Interstate Bank, F/K/A Interstate Bank of Oak Forest, a Banking Corporation, not personally but as Trustee under Trust No. 83-7 dated March 1, 1983 ("Landlord") and Voicestream GSM I Operating Company, Llc ("Tenant")

A Rooftop Lease with Option (the "Lease") by and between Interstate Bank, F/K/A Interstate Bank of Oak Forest, a Banking Corporation, not personally but as Trustee under Trust No. 83-7 dated March 1, 1983 ("Landlord") and VoiceStream GSM I Operating Company, LLC a Limited Liability Company ("Tenant") was made regarding a portion of following the property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional no (0) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Interstate Bank, F/K/A Interstate Bank of Oak Forest, a Banking Corporation, not personally but as Trustee under Trust No. 83-7 dated March 1, 1983

SUBJECT TO THE EXCULPATORY PROVISIONS ATTACHED HERETO AND MADE A PART OF.

By: Virginia Browning
Printed Name: Virginia Browning
Its: Sr. V.P. & Trust Officer
Date: 4/11/2003



Doc#: 0330117086
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 10/28/2003 11:11 AM Pg: 1 of 5

ACKNOWLEDGED, APPROVED AND ACCEPTED BENEFICIARIES:

Glaucoma Venture Corporation, Inc., as Beneficiary under Trust No 83-7 dated March 1, 1983

By: William A. Todd
Printed Name: William A. Todd
Its: President
Date: 4/15/2003

15803-75
Recording Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive Ste 201
St. Paul, MN 55117

TENANT: VoiceStream GSM I Operating Company, LLC
By: Greg Cisewski
Printed Name: Rajesh Tank
Its: Executive Director of Engineering and Operations
Date: 4.21-03

SMO
PS
my
ca

UNOFFICIAL COPY

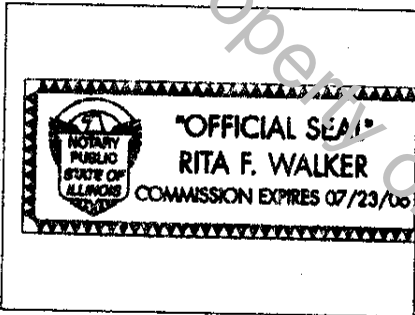
[Notary block for Landlord]

[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF Illinois)
) ss.
COUNTY OF Cook)

This instrument was acknowledged before me on 4/11/03 by Virginia Browning, [title] Sr. V.P. & Trust Officer of Interstate Bank, as Trustee U/T/A 83-7,
a _____ [type of entity], on behalf of
said _____ [name of entity].

Dated: 4/11/03



Rita F. Walker
Notary Public

Print Name Rita F. Walker
My commission expires 7/23/06

(Use this space for notary stamp/seal)

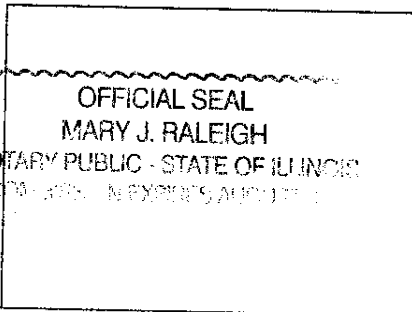
[Notary block for Landlord]

[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was acknowledged before me on 4/15/03 by WILLIAM A. TODD, [title] PRESIDENT of GLAUCOMA VENTURE CORP INC,
a CORPORATION [type of entity], on behalf of
said _____ [name of entity].

Dated: 4/15/03



Mary J. Raleigh
Notary Public

Print Name Mary J. Raleigh
My commission expires 8/6/05

(Use this space for notary stamp/seal)

[Notary block for Tenant]

UNOFFICIAL COPY

STATE OF Illinois)
) ss.
COUNTY OF Cook)

I certify that I know or have satisfactory evidence that Rajesh Tank is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director Of Operations And Engineering of VoiceStream GSM I Operating Company, LLC, a Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

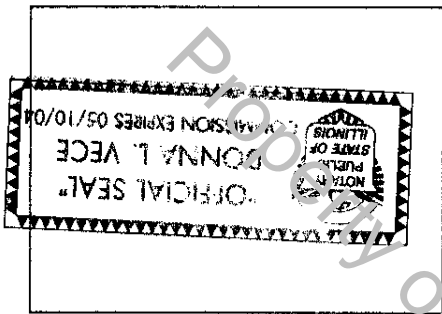
Dated: 4.21-03

Donna L. Veca

Notary Public

Print Name Donna L. Veca

My commission expires 5-10-04



(Use this space for notary stamp/seal)

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

Memorandum of Lease EXHIBIT A Legal Description

The Property is legally described as follows:

PARCEL 1:

Lots 41 and 42 in Harmon's Subdivision of Lots 345 to 352, 354 to 369 and 371 to 378 all inclusive, in Austin Second Addition to Austinville, being a Subdivision of the West half of the Southeast quarter and the West half of the Northeast quarter (except the East 15 acres in the North half of the West half of the Northeast quarter and Railroad Right of Way), all in Section 8, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lot 43 in Harmon's Subdivision of Lots 345 to 352 inclusive and Lots 371 to 378, inclusive, of Austin's Subdivision of Block 13 in Second Addition to Austinville in Section 8, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 525 North Austin Boulevard, Chicago, Illinois, being a 57 unit apartment building.



U15803375-01TM04

MEMORANDUM OF LE
REF# CH31-074C
US Recordings

UNOFFICIAL COPY

Property of

LESSOR EXONERATION RIDER

This Lease is executed by Interstate Bank, not personally but as Trustee in the exercise of the power and authority conferred upon and vested in it as trustee. It is expressly understood and agreed by and between the parties hereto that each and every covenant, undertaking and agreement in this Lease contained is made and intended not as a personal covenant, undertaking or agreement of Interstate Bank, or any of its officers, agents, or employees. It is further understood and agreed that this Lease is executed and delivered by the Lessor solely as Trustee and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against Interstate Bank, its officers, agents, or employees, on account of any covenant, representation, or undertaking or agreement in this Lease or otherwise, either express or implied, all such personal liability, if any, being hereby expressly waived and released, it being understood that the Lessee or anyone claiming by, through or under the Lessee shall look solely to the trust property for the enforcement or collection of any such liability. By way of illustration only and without limitation of the foregoing, it is further understood and agreed that neither the Lessor nor Interstate Bank individually shall have any duty whatsoever with reference to the upkeep, maintenance, or repair of said premises and makes no representations with reference to the condition of, or the title to, said premises. The Lessee hereunder is charged with knowledge and the Lessor does not, in fact, have possession of nor exercise any dominion over the trust property or the income or avails therefrom. It is further expressly understood and agreed that this Lease is signed by the Lessor solely for the purpose of subjecting the title to the trust property to the terms of this Lease and for no other purpose whatsoever. It is further expressly understood and agreed that no duty shall rest upon the Lessor or Interstate Bank personally to sequester the trust property or the rents, issues, and profits arising therefrom, or the profits arising from any sale or other disposition thereof. In the event of conflict between the terms of this Rider and the Lease on any question of liability or obligation resting upon said Trustee, the terms of this Rider shall control.