

# UNOFFICIAL COPY



Doc#: 0332319149  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 11/19/2003 02:14 PM Pg: 1 of 5

## SHORT FORM OF LEASE

**THIS SHORT FORM OF LEASE** dated as of this 15<sup>th</sup> day of October, 2003, by and between **South Chicago Heights AZ LLC**, an Illinois limited liability company (hereinafter "Landlord") and **AutoZone, Inc.**, a Nevada corporation, with its principal offices in the City of Memphis, County of Shelby, State of Tennessee, (hereinafter "Tenant").

### WITNESSETH:

For and in consideration of One Dollar (\$1.00) and other valuable consideration paid and to be paid by the Tenant to the Landlord, the Landlord does demise and lease unto Tenant and the Tenant does lease and take from the Landlord upon the terms and conditions and subject to the limitations more particularly set forth in a certain Lease Agreement between Olympia Investments, LLC and Tenant, dated May 16, 2003, as amended by First Amendment to Lease dated **JUN 23 2003**, which amendment corrected the designation of Landlord from Olympia Investments, LLC to South Chicago Heights AZ LLC, an Illinois limited liability company (collectively, the "Lease") herewith, to which Lease reference is hereby made for all the terms and conditions thereof, which terms and conditions are made a part hereof as fully and particularly as if set out verbatim herein, the premises situated in the Village of Chicago Heights, County of Cook, State of Illinois, consisting of land, together with improvements placed and/or to be placed thereon, and more particularly described on Exhibit "A" attached hereto and made a part hereof, and as shown on Exhibit "B" attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the above described premises unto the Tenant for a term of fifteen (15) years, commencing and ending as provided in said Lease unless modified as therein provided.

**LANDLORD** in said Lease has granted to Tenant certain rights to renewal options which are exercisable by Tenant as provided in said Lease.

**LANDLORD** has agreed with Tenant that any mortgage placed on the premises or to be placed on the premises shall provide for non-disturbance of Tenant in the event of foreclosure, provided Tenant shall not default in the performance of its obligations under said Lease. Tenant has agreed that it will attorn to the Mortgagee in possession or the Purchaser at or in lieu of foreclosure provided its possession shall not be disturbed.

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

**LANDLORD: South Chicago Heights AZ LLC,  
an Illinois limited liability company**

By: Michael H. Rose  
Michael A. Rose, Manager of LLC

Date: OCT 22 2003

**TENANT: AutoZone, Inc., a Nevada  
corporation**

By: Wm. David Gilmore  
Wm. David Gilmore, Vice President

By: Robert D. Olsen  
Robert D. Olsen, Sr. Vice President

Date: OCT 28 2003

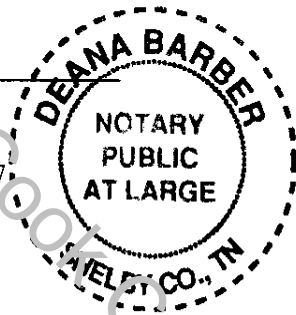
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STATE OF TENNESSEE     )  
  ) SS.:  
COUNTY OF SHELBY     )

I, Deana Barber, a Notary Public in and for said State and County do hereby certify that Wm. David Gilmore, personally known to me to be the Vice President of AutoZone, Inc., a Nevada corporation, and Robert D. Olsen, personally known to me to be the Sr. Vice President of said corporation; and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Sr. Vice President of said corporation, they executed the foregoing instrument, 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 act and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 28 day of October, 2003.

Deana Barber  
Notary Public



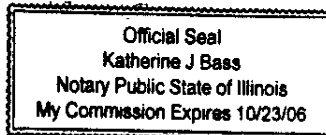
My Commission Expires: May 8, 2007

STATE OF ILLINOIS     )  
  ) SS:  
COUNTY OF Will     )

I, Katherine J. Bass, a Notary Public in and for said State and County do hereby certify that Michael H. Rose, personally known to me to be the Manager of South Chicago Heights AZ LLC, an Illinois limited liability company, and whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free act and voluntary deed on behalf of the company, for the uses and purposes therein set forth.

Given under my hand and official seal this 22 day of October, 2003.

Katherine J Bass  
Notary Public



My Commission Expires:  
10/26/03

This Document Prepared By and  
After Recording Return To:

Tony P. Valevicius  
Brown, Udell & Pomerantz, Ltd.  
1332 N. Halsted  
Chicago, IL 60622

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EXHIBIT "A"

The Demised Premises

Legal Description

LOTS 27 TO 39, BLOCK 8, IN KEENEY'S ADDITION TO CHICAGO HEIGHTS, A SUBDIVISION OF LOTS 1 AND 9 OF CIRCUIT COURT PARTITION OF THE NORTHEAST 1/4 OF SECTION 32 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 32-32-211-001-0000  
32-32-211-002-0000  
32-32-211-003-0000  
32-32-211-004-0000  
32-32-211-005-0000  
32-32-211-006-0000

Common Address: 3101 Chicago Road, South Chicago Heights, IL 60411-5408

Cook County Clerk's Office

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EXHIBIT "B"  
31st. Street

NA



Exhibit "B"