UNOFFICIAL COPY

03-23472A

This instrument prepared by, (and after recording return to):

Bruce D. Goodman Grobart & Levick, LLC 770 Lake Cook Road Suite 150 Deerfield, IL 60015



Doc#: 0402719071

Eugene "Gene" Moore Fee: \$32.50 Cook County Recorder of Deeds Date: 01/27/2004 11:45 AM Pg: 1 of 5

AEMORANDUM OF GROUND LEASE This Memorandum of Ground Lease ("Memorandum") is entered into A this 30 day of December, 2003, between GREAT TAKES TRUST COMPANY, N.A., not personally, but as successor Trustee to First National Bark of Blue Island under Trust Agreement dated July 18, 1990, and known as Trust No. 90075 ("Lindlord"), whose address is c/o Raymond Lazzara, 2500 West 95th Street, Evergreen Park, Illi10is, 60805, and WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust ("Tenant"), whose address is 702 S.W. 8th Street, Bentonville, Arkansas, 72716.

Notice is hereby given that Landlord and Tenant entered into a certain Lease dated June 2003 (the "Lease"), demising approximately 5.38 acres of land legally described on Exhibit A attached hereto (the "Land").

- 1. Term. The initial term of the Lease is twenty (20) year, beginning on the earlier of (i) the date upon which regular business is first conducted from Terlant's building on the Land, or (ii) January 1, 2006. Tenant has the right to extend the term of the Lease for up to fourteen (14) periods of five (5) years each.
- Assignment and Subletting. Tenant has the right to assign its interest in the Lease or to sublet the Land (or any part thereof) without obtaining the consent of the Landlord, provided that Tenant shall remain liable for all of the obligations of the lessee under the Lease. In connection with assignments, Tenant shall be relieved of liability under the Lease only with the written consent of the Lan Bord, which consent shall not be unreasonably withheld.
- 3. Right of First Refusal. In the event that at any time during the term of the Lease, Landlord shall elect to sell all or a portion of the Land, Tenant, or its assigns, are given the right of first refusal to purchase the same in accordance with the procedures set forth in the Lease.

UNOFFICIAL COPY

- 4. <u>Possession</u>. Notice is hereby given that, as of the date of this Memorandum of Lease, Tenant has not taken possession of the Land or any improvements on the Land, and Tenant has no responsibility whatsoever for any business activities on the Land or improvements on the Land, all of which is solely within the control of Landlord. Possession is to be delivered by Landlord to Tenant no earlier than February 1, 2004, and no later than April 30, 2004.
- 5. <u>Lease Controls.</u> Reference is hereby made to the Lease for other terms and provisions not set forth herein. In the event of any conflict or inconsistency between the provisions of the Lease and the provisions of this Memorandum, the provisions of the Lease shall control.

LANDLORD:

GREAT LAKES TRUST COMPANY, N.A., not personally,

but as Successor Trustee

to First National Bank of Blue Island

under Trust Agreement dated July 18, 1990,

and known as Trust No. 90075

By:

Its:

societied and delivered by the Great Lakes Trust Company. N.A. Ts. Schools of First National Bank of Blue Island, the order of the Island, the order of the Island, the order of the Island of the Island

early, but solely in the capacity berein described, 1997 of ag the berein described property, and at is a possible to a repeal by the parties herefo, anything more than

distanding, that each and all or the under the made and entered of the control of

and a rements of the took .

In particularly, but excepted and in a contransported the province called the province of the contransported to the province of the contransported to the contran

properties of any well they are a property of any well and implied at well to solve any any dand implied to the first through, or under them.

TENANT:

WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust

вун

Its:

Assistant Vice President

Approve ito Legal Terms Only

Wal-Mart Legal Team

Wal-Mart Legal Team

0402719071 Page: 3 of 5

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)
The undersigned, a notary public for the State and County aforesaid, certify that on this day of <u>Dec.</u> , 2003, before me came <u>Julia Mac.</u> , being the of GREAT LAKES BANK, and certified that he executed the foregoing instrument as his free and voluntary act and as the free and voluntary act of Great Lakes Bank.
Official Seal Biju J Kalapurakkal Notary Public State of Illinois My Commission Expires 03/18/07 Notary Public
My commission expires:
STATE OF ARKANSAS,
) ss. COUNTY OF BENTON)
COUNTY OF BENTON)
The undersigned, a notary public for the State and County aforesaid, certify that on this
day of Lecember, 2003, before me came Linkboar heing the Asypt, V. P of
WAL-MART REAL ESTATE BUSINESS TRUST and certified that she executed the foregoing instrument as her free and voluntary act and as the fies and voluntary act of Wal-Mart Real
Estate Business Trust.
Notary Public
My commission expires:
MANDY MELICK

Benton County
My Commission Expires
March 31, 2013

UNOFFICIAL COPY

EXHIBIT A

Legal Description of the Land

Parcel 1:

All of Lots 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, and 33 (except the South 10 feet thereof), and lot 34 (except the South 10 feet thereof), in block 8 in Brett and Power's Boulevard Subdivision of block 7 and 8 of Barrell Chambers and Thayer's Subdivision of the East half of the Southeast quarter of Section 1, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The West 2 1/2 acres of the X.xth 5 acres of the South 15 acres of the East half of the Southmeast quarter of Section 4. Township 37 North, Range 13, East of the Third Principal Meridian, (excepting from said tract the West 33 feet thereof and excepting from said tract the East 242 feet thereof) in Cock County, Illinois.

Parcel 3:

lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 35, 36, 37, 38, 39, and 40 (except the south 10 feet thereof of all of the aforcaid lots) and all of lots 1, 2, 3, 4, 11, 12, 13, and 14 in block 8 in Brett and Powers' Boulevard Subdivision of block 7 and 8 of Barrell, Chambers and Thayer's Subdivision of the east 1/2 of the southeast 1/4 of section 1, towship 37 north, range 13, east of the third principal meridian, in Cook County, Illinois

parcel 4:

the east 242 feet of the west 2 1/2 acres of the north 5 acres of the south 15 acres of the east 1/2 of the southeast 1/4 of section 1, township 37 north, range 13, east of the third principal meridian, in Cook County, Illinois

parcel 5:

that portion of vacated 94th Street lying north of and immediately adjacent to lots 1 through 4 in block 8 in Brett and Powers' Boulevard Subdivision of blocks 7 and 8 of Barrell, Chambers and Thayer's Subdivision of the east 1/2 of the southeast 1/4 of section 1, township 37 north, range 13, east of the third principal meridian, in Cook County, Illinois

parcel 6:

easement for the benefit of parcel - over property north and adjoining for encroachment of improvements on parcel 4 over and onto said adjoining property as created by easement agreement filed March 18, 1982 as document number LR3253316.

0402719071 Page: 5 of 5

UNOFFICIAL COPY

```
Permanent Tax / Assessor Parcel Number(s)
24-01-404-009-0000
24-01-406-046-0000
24-01-406-051-0000
24-01-406-064-0000
24-01-406-052-0000 (affects lot 21 of parcel 3)
24-01-406-053-0000 (affects lot 22 of parcel 3)
24-01-406-054-0000 (affects lot 23 of parcel 3)
24-01-406-055-0000 (affects lot 24 of parcel 3)
24-01-406-056-0000 (affects lot 25 of parcel 3)
24-01-406-057-0000 (affects lot 26 of parcel 3)
24-01-406-058-0000 (affects lot 27 of parcel 3)
♥ 4-01-406-059-0000 (affects lot 28 of parcel 3)
74-01-406-060-0000 (affects lot 29 of parcel 3)
2.-/1-406-061-0000 (affects lot 30 of parcel 3)
24.01 406-062-0000 (affects lot 31 of parcel 3)
24-01-406-063-0000 (affects lot 32 of parcel 3)
24-31-406 035-0000 (affects lots 35, 36, 37, and 38 of parcel 3)
24-01-406-266-0000 (affects lot 39 of parcel 3)
24-01-406-067-0000 (affects lot 40 of parcel 3)
24-01-406-042-0000 (affects lot 1 of parcel 3 and part of parcel 5) 24-01-406-043-0000 (affects lot 2 of parcel 3 and part of parcel 5)
24-01-406-044-0000 (rejects lot 3 of parcel 3 and part of parcel 5)
24-01-406-045-0000 (afrects lot 4 of parcel 3 and part of parcel 5)
24-01-406-047-0000 (affects ict 11 of parcel 3)
24-01-406-048-0000 (affects lot 12 of parcel 3)
24-01-406-049-0000 (affects lot 13 of parcel 3)
24-01-406-050-0000 (affects lot 14 of parcel 3)
24-01-404-010-0000 (affects parce) 4
```

NEDRESS: JOOO W. 95 TH ST. EXERGREEN PARK