

# UNOFFICIAL COPY

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## MEMORANDUM OF LEASE

0068358

DEPT-01 RECORDING \$33.50  
T#2222 TRAN 3693 12/22/94 16:43:00  
#0484 : KE # - 04 - 068358  
COOK COUNTY RECORDER

This Memorandum of Lease (this "Memorandum") is made this 30th day of November, 1994 between LaSalle National Trust, N.A., a National Banking Association, not personally, but as Trustee under Trust Agreement dated November 1, 1990 and known as Trust No. 115919, whose address is 135 South LaSalle Street, Chicago, Illinois ("Lessor") and LaSalle National Trust, N.A., a National Banking Association, not personally but as Trustee under Trust Agreement dated April 1, 1983 and known as Trust No. 106211 whose address is 135 South LaSalle Street, Chicago, Illinois ("Lessee").

1. Lessor, as Lessor, entered into a Parking Lot Lease with Lessee, as Lessee, dated November 30, 1994 ("Parking Lot") for the lease of certain real estate legally described on Exhibit A attached hereto and by this reference made a part hereof ("Leased Premises").

2. The initial term of the Parking Lot Lease was for the period commencing on December 1, 1994 (the "Commencement Date") and ending on the last day of August, 2004.

3. Lessor hereby leases and demises to Lessee the Leased Premises pursuant to the Parking Lot Lease. This Memorandum is intended to provide public notice of the matters set forth herein.

4. The parties acknowledge that LaSalle National Trust, N.A. shall affix its customary exculpations to this Memorandum.

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Page A Part Hereof

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MEMORANDUM OF  
RIDER ATTACHED TO AND MADE A PART OF/LEASE DATED 11/30/94

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This LEASE is executed by LA SALLE NATIONAL TRUST, N.A., not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated 11/1/90 and known as Trust No. 118919 at LA SALLE NATIONAL TRUST, N.A., to all provisions of which Trust Agreement this LEASE is expressly made subject. It is expressly understood and agreed that nothing herein or in said LEASE contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenants, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Lessee, and that so far as said Trustee is concerned the owner of any indebtedness or liability accepting hereunder shall look solely to the premises hereby leased for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said Trustee has no control over, and under this LEASE assumes no responsibility for (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property (3) the collection of rents or rental of such property, or (4) the conduct of any business which is carried on upon such premises. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be executed on the date first written above.

LESSOR:

LA SALLE NATIONAL TRUST,  
N.A., not personally but solely as  
Trustee as aforesaid.

Attest:

Nancy A. Stack  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Barry Allen  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LESSEE:

LA SALLE NATIONAL TRUST,  
N.A., not personally but solely as  
Trustee as aforesaid.

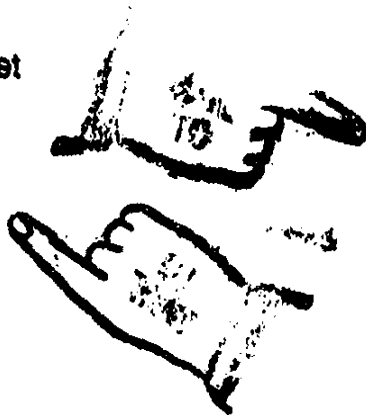
Attest:

Nancy A. Stack  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Barry Allen  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This document was prepared by, and upon recording should be returned to:

Alan J. Morgan  
Kanter & Mattenson, Ltd.  
25 East Washington Street  
Suite 1400  
Chicago, Illinois 60602



04068358

And I

This instrument is executed as Lessor by Lafalle National Trust, <sup>M.A.</sup> not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by and between the parties hereto and by every party, firm or corporation hereafter claiming any interest under this lease, that Lafalle National Trust as Trustee, as aforesaid, and not personally, has joined in the execution of this lease for the sole purpose of objecting the trust estate value of every secure herein set forth by Lafalle National Trust as Trustee as aforesaid, to be kept or performed, and intended to be kept, performed and discharged by the beneficiaries under said Trust Agreement or their successors in rights of ownership and control of said real estate, and not by Lafalle National Trust personally; and further that no duty shall rest upon Lafalle National Trust, either personally or as such Trustee, to execute or further execute, execute, execute, or proceeds of any kind, or otherwise to execute the fulfillment or discharge of any obligation, express or implied, arising under the terms of this agreement, except that said Trustee is acting pursuant to direction as provided by the terms of said Trust Agreement, and after the Trustee has first been supplied with funds for the purpose. It is further agreed by the parties hereto that whenever and wherever the provisions of this lease contain any reference to the right of the Lessor to be indemnified, saved harmless, or reimbursed by the Lessee, for any costs, claims, loss, fines, penalties, damages or expenses of any nature, or including without limitation, attorney's fees, arising in any way out of the execution of this lease or the use and occupancy of the leased premises of the relationship of Lessor and Lessee under this lease, then such obligation, if any, on the part of the Lessee shall be construed to be only a right of reimbursement in favor of Lessor out of the trust estate held under said Trust Agreement, from time to time, so far as the same may reach and in no case shall any claim or liability or right of reimbursement be asserted against the Lafalle National Trust individually, all such personal liability, being hereby expressly waived; and this agreement shall extend to and inure for the benefit of the parties hereto, their respective successors and assigns, and all parties claiming by, through and under them. In the event of conflict between the terms of this section and of the lease of which it is a part, on any question of apparent or claimed liability or obligation resting upon the said Trustee, the provisions of this section shall be controlling. Lafalle National Trust hereby represents and warrants that it possesses full power and authority to execute this lease as Trustee as aforesaid.

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## EXHIBIT A

### LEGAL DESCRIPTION OF LEASED PREMISES

LOT 6 IN SUBDIVISION OF BLOCK 34 (EXCEPT LOTS 12, 15 AND 16)  
IN WOLCOTT'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST  
1/2 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH,  
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

PROPERTY ADDRESS: 64 West Superior Street  
Chicago, Illinois 60610

PERMANENT INDEX NO.: 17-09-205-013

Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

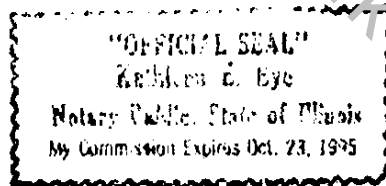
I, Kathleen E. Bye, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rosemary Collins Assistant Vice President of LaSalle National Trust, N.A., a national banking association, known to me to be acting not personally but as Trustee under Trust Agreement dated November 1, 1990 and known as Trust No. 115919 and Nancy A. Stack Asst. Secretary of said Bank Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President and Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Asst. Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank Company, did affix the corporate seal of said Bank Company to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 22nd day of December A.D., 1994.

Kathleen E. Bye  
Notary Public

My Commission Expires:

10-23-95



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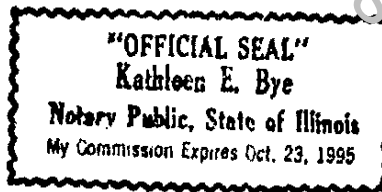
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, Kathleen E. Bye, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rosemary Collins, Assistant Vice President of LaSalle National Trust, N.A., a national banking association, known to me to be acting not personally but as Trustee under Trust Agreement dated April 1, 1983, and known as Trust No. 106211 and Nancy A. Stack, Assistant Secretary of said Bank Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Asst. Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank Company, did affix the corporate seal of said Bank Company to said instrument as ~~his~~<sup>their</sup> own free and voluntary act and as the free and voluntary act of said Bank Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 22nd day of December, A.D., 1994.

Kathleen E. Bye  
Notary Public

My Commission Expires: 10-23-95



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