



Doc#: 0507327059
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 03/14/2005 12:11 PM Pg: 1 of 5

SS # _____
RK # _____
122nd & Cicero
Alsip, Illinois

5

MEMORANDUM OF LEASE
26-528-G

THIS MEMORANDUM OF LEASE, made this 22nd day of December, 2004, by and between Lakeside Bank & Trust Company, as trustee u/t/a dated July 19, 2004 and known as Trust No. 10-2715, with offices at 55 West Wacker Drive, Chicago, Illinois 60601, Lessor, and BP Products North America Inc., a Maryland corporation, with offices at 4101 Winfield Road, Mail Code 5E, Warrenville, Illinois 60555, Lessee.

WITNESSETH:

By that certain Ground Lease dated July 31, 2004, as amended by that certain Letter Agreement dated September 28, 2004, that certain Letter Agreement dated October 29, 2004 and that certain Letter Agreement dated November 30, 2004, Lessor has demised and leased to Lessee, the following described premises situated in the Village of Alsip, County of Cook, State of Illinois, more particularly described as set forth in Exhibit A annexed hereto and made a part hereof.

Together with all buildings, improvements, equipment, fixtures, appliances, and other facilities of every nature (except any and all underground storage tanks, pipes and lines, stored materials and other items specifically excluded) owned or controlled by Lessor and located or to be erected or installed by Lessor thereon; and all rights, alleys, rights-of-way, easements, appurtenances thereunto belonging or in anywise appertaining; and all rights of Lessor in and to any public or private thoroughfares abutting the above-described premises, all being hereinafter referred to as the "Demised Premises".

Further, Lessee acknowledges and agrees that it has satisfied or waived all Lease Contingencies as set forth in the Lease.

To Have And To Hold unto Lessee for a term commencing on the 31st day of July, 2004, and ending on the 30th day of September, 2024, subject to possible extension to the 30th day of September, 2039.

THE RENT FOR THE DEMISED PREMISES, CERTAIN EXTENSION AND CANCELLATION PRIVILEGES, AND A RIGHT OF FIRST REFUSAL AND ALL OTHER COVENANTS, CONDITIONS AND TERMS ARE SET FORTH IN THAT CERTAIN GROUND LEASE BETWEEN LESSOR AND LESSEE OF EVEN DATE HERewith, AND ARE HEREBY ADOPTED HEREIN AND MADE A PART HEREOF BY REFERENCE TO THE SAME FULL EXTENT AS IF ALL THE COVENANTS, CONDITIONS AND TERMS THEREOF WERE FULLY SET FORTH HEREIN.

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Box 333

CHICAGO TITLE 8231366 D1-NBCL-1K

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have duly signed this Memorandum of Lease the day and year first above written.

WITNESS:

Thomas Z
ASST. TRUST OFFICER

WITNESS:

Deborah Barrow

Lessor

LAKESIDE BANK, AS TRUSTEE U/T/A
DATED JULY 19, 2004 AND KNOWN AS
TRUST NO. 10-2715 AND NOT PERSONALLY

By: *Vince J. He*

Title: EXECUTIVE VICE PRESIDENT & TRUST OFFICER

SEE FIRST MEMORANDUM HERETO
AND MAKE IT PART HEREOF.

Lessee

BP PRODUCTS NORTH AMERICA INC.

By: *P.W. Brasse*

Title: Regional Portfolio Mgr.

Property of Cook County Clerk's Office

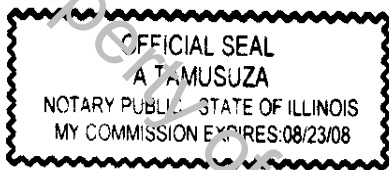
UNOFFICIAL COPY

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 9th day of February, 2004, by Vincent J. Tolve, Executive Vice President and Trust Officer of Lakeside Bank

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.



A. Tamusuza
Notary Public

My Commission Expires: 8/23/08

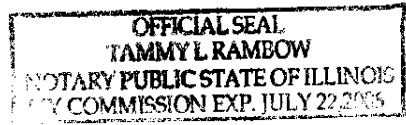
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

On this 2nd day of March, 2004 before me, a Notary Public in and for said County and State, personally appeared P.W. Brasse to me personally known, who being by me duly sworn did say he/she is the Regional Portfolio Manager of BP PRODUCTS NORTH AMERICA INC., that the seal affixed is the Corporate Seal of said BP PRODUCTS NORTH AMERICA INC.; that the foregoing Ground Lease was signed and sealed on behalf of said BP PRODUCTS NORTH AMERICA INC. by authority of its Board of Directors and said Regional Portfolio Manager acknowledged said Ground Lease to be the free act and deed of said BP PRODUCTS NORTH AMERICA INC..

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Tammy L. Rambow
Notary Public

My Commission Expires: 7-22-06



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Exhibit A

Legal Description

THAT PART OF LOTS 5 AND 6 IN DEL-MAR SUBDIVISION, A SUBDIVISION OF PART OF SECTION 28, TOWNSHIP 37 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1996 AS DOCUMENT 96439179, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE AFORESAID DEL-MAR SUBDIVISION ALSO BEING THE NORTHEAST CORNER OF LOT 6 THEREIN, THENCE SOUTH 89 DEGREES 55 MINUTES 36 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 6, 9.12 FEET FROM THE PLACE OF BEGINNING; THENCE SOUTH 00 DEGREES 16 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF LAND CONDEMNED FOR HIGHWAY PURPOSES IN CASE NO. 03 L 51267, A DISTANCE OF 380.23 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5 THAT IS 9.02 FEET SOUTHWESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 5 (MEASURED ALONG THE SOUTH LINE THEREOF); THENCE SOUTH 89 DEGREES 57 MINUTES 45 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 5, 171.26 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 23 SECONDS WEST, 380.13 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE NORTH 89 DEGREES 55 MINUTES 36 SECONDS EAST ALONG SAID NORTH LINE, 171.16 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Lakeside Bank

55 West Wacker Drive • Chicago, Illinois 60601-1699 • (312) 435-1623 • Fax (312) 578-4360

GENERAL RIDER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of **LAKESIDE BANK**, Trustee, while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the **LAKESIDE BANK**, Trustee, or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said **LAKESIDE BANK**, Trustee, not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the **LAKESIDE BANK**, either individually or in its capacity as Trustee or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said **LAKESIDE BANK**, Trustee, in this instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and released.