

# UNOFFICIAL COPY



0515822185

Doc#: 0515822185  
Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 06/07/2005 01:23 PM Pg: 1 of 7

Document Prepared by:  
Larry Ledbetter  
AutoZone, Inc.  
123 South Front Street, 3<sup>rd</sup> Floor  
Memphis, TN 38103

Recording Requested by and Return to:  
First American Title Company  
6077 Primacy Parkway, Suite 121-B  
Memphis, TN 38119  
Attention: Kimberly Ashton

## SHORT FORM LEASE

By and Between

AutoZone Development Corporation, a Nevada corporation

and

LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company, as Successor Trustee to Guaranty Bank and Trust Company, not personally but as Trustee under Trust Agreement dated November 10, 1987 and known as Trust No. 103992-02, an Illinois land trust

34  
7/22/05  
my  
JBS

**UNOFFICIAL COPY****SHORT FORM LEASE**

This Short Form Lease dated as of the 13<sup>th</sup> day of MAY, 2005 is made and entered into by and between LASALLE BANK NATIONAL ASSOCIATION, as Successor Trustee to American National Bank and Trust Company, as Successor Trustee to Guaranty Bank and Trust Company, not personally but as Trustee under Trust Agreement dated November 10, 1987 and known as Trust No. 103992-02, an Illinois land trust, with an address at LaSalle Bank National Association, c/o George Annes, 134 North LaSalle Street, Suite 1206, Chicago, Illinois 60602 ("Landlord"), and AUTOZONE DEVELOPMENT CORPORATION, a Nevada corporation, ~~d/b/a~~ \_\_\_\_\_, with an address at Property Management Dept. 8700, 123 S. Front Street, Memphis, Tennessee 38103 ("Tenant"), respecting that certain unrecorded lease dated May 9, 2005, demising the premises herein described (the "Lease")

Pursuant to Section 7(b) of the Lease, Landlord and Tenant hereby acknowledge and affirm that:

1. For good and valuable consideration, Landlord leases to Tenant and Tenant leases from Landlord those certain premises (the "Demised Premises") located at 3425 West Devon Ave, Chicago, Illinois, which is legally described on Schedule 1 attached hereto.
2. The Term of the Lease is for a period of ten (10) calendar years, commencing on the Commencement Date as described in the Lease and terminating on the last day of the 10th full calendar year following the Rent Commencement Date, unless sooner terminated pursuant to the terms of the Lease. Tenant has the right to extend the initial term in accordance with the terms of the Sublease, for four (4) successive periods of five (5) years each.
3. No work performed by, for, or at the direction of, Tenant shall be deemed to be for the use and benefit of Landlord, so all persons performing such work are hereby on notice that no mechanics' or other lien shall be allowed against the Demised Premises or the estate of Landlord or its principal with reference to the providing of any goods or services with respect thereto.
4. Landlord has granted Tenant the following exclusive use right: Landlord agrees for itself, its successors and assigns, that Landlord shall not (A) enter into a lease or other agreement granting space in any part of the Entire Premises (except for the Demised Premises) to any tenant (a "Competitor") whose primary use is the operation of an auto parts store or the retail sale of primarily automobile parts, supplies and/or accessories (the "Subject Primary Use"), for a term scheduled to commence during the Terms of this Lease and (B) voluntarily consent to any change in a Pre-Existing Tenant's (as hereinafter defined) primary use to the Subject Primary Use; provided, however, that Landlord shall not be deemed to have voluntarily consented to a change in primary use to the Subject Primary Use (and therefore, Landlord shall not be deemed to be in breach of the covenant set forth in Section 11 of the Lease if any one or more of the following conditions is satisfied: (i) the lease or other agreement under which such Pre-Existing Tenant occupies its space permits (or does not prohibit) the Subject Primary Use;

NGEDOCs:016999.0513:1144741.4  
 DEVON LINCOLN PROPERTIES / 05  
 AUTO ZONE (MTM)  
 05/03/05

# UNOFFICIAL COPY

(ii) the lease or other agreement under which such Pre-Existing Tenant occupies its space permits (or does not prohibit) a change in use without the consent of Landlord; (iii) the lease or other agreement under which such Pre-Existing Tenant occupies its space prohibits a change in use without Landlord's consent, but in Landlord's reasonable judgment, Landlord's failure to consent to a change in use would be either unreasonable in a case where Landlord is required to be reasonable or might result in litigation or other liability for Landlord; or (iv) the change in use to the Subject Primary Use is not scheduled to commence until after the termination of this Lease. Such right shall be subject to and in accordance with the terms of the Lease, as more particularly set forth in Section 11 of the Lease.

5. For purposes of this Short Form Lease, the term "owner" shall mean the person(s) or entity(ies) that holds legal title (whether fee or leasehold) to the Demised Premises. The terms "owner" and "Landlord" have the same meaning for purposes of this Short Form Lease and may be used interchangeably.

6. Landlord and Tenant further acknowledge and affirm that this Short Form Lease is not a complete summary of the Lease. Accordingly, Landlord and Tenant hereby agree that this Short Form Lease shall not be used in interpreting the Lease provisions and that, in the event of conflict between this Short Form Lease and the Lease, the Lease shall control.

NGEDocs:016999.0513:1144741.4  
DEVON LINCOLN PROPERTIES / 05  
AUTO ZONE (MTM)  
05/03/05



**UNOFFICIAL COPY**

LASALLE BANK NATIONAL ASSOCIATION  
LAND TRUST DEPARTMENT  
RIDER- LEASE

RIDER ATTACHED AS LESSOR TO AND MADE PART OF LEASE  
DATED MAY 9, 2005

THIS LEASE is executed by LASALLE BANK NATIONAL ASSOCIATION, 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 11/10/89 and known as Trust Number 10399202 at LaSalle Bank National Association 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 payment thereof. It is expressly understood and agreed that said Trustee has no agents or employees and merely holds naked 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 premises. Trustee does not warrant, indemnify, defend title, nor is it responsible for any environmental damage.



**UNOFFICIAL COPY****SCHEDULE 1 TO SHORT FORM LEASE****LEGAL DESCRIPTION**

THAT PART OF THE NW 1/4 OF SEC. 2, TWP. 40 N., R. 13, E. OF THE 3RD P.M. DESCRIBED AS FOLLOWS: COMMENCING ON THE NE'LY LINE OF LINCOLN AVE. 579.40 FT. (AS MEASURED ALONG SAID NE'LY LINE) NW'LY OF THE NW'LY LINE OF MCCORMICK ROAD, THENCE NE'LY IN A STRAIGHT LINE DRAWN AT RIGHT ANGLES TO SAID NE'LY LINE OF LINCOLN AVE., A DISTANCE OF 679.11 FT., MORE OR LESS, TO THE S. LINE OF DEVON AVE.; THENCE WESTERLY ALONG S. LINE OF DEVON AVE. 342.0 FT. TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE S. AT RIGHT ANGLES TO THE S. LINE OF DEVON AVE. 274.22 FT., THENCE NW3'LY 145.37 FT., MORE OR LESS, TO A LINE 125.0 FT. WEST OF AND PARALLEL WITH THE EAST LINE OF THE TRACT OF LAND HEREIN DESCRIBED AND TO A POINT ON SAID PARALLEL LINE 200.0 FT. SOUTH OF THE SOUTH LINE OF DEVON AVENUE; THENCE NORTH PARALLEL WITH SAID EAST LINE 200.0 FT. TO THE SOUTH LINE OF DEVON AVENUE; THENCE E. ALONG THE S. LINE OF DEVON AVENUE 125.0 FEET TO THE POINT OF BEGINNING, COMMONLY KNOWN AS 3427-35 WEST DEVON AVENUE, CHICAGO, ILLINOIS 60645.

NGEDOCs:016999.0513:1144741.4  
 DEVON LINCOLN PROPERTIES / 05  
 AUTO ZONE (MTM)  
 05/03/05

**EXAMPLE**