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MEMORANDUM OF LEASE

Doc#: 0700315050 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/03/2007 10:10 AM Pg: 1 of 5

RECORDING REQUESTED BY:
Williams-Sonoma Stores, Inc.

WHEN RECORDED RETURN TO:

Return acknowledgment to:

★
Capitol Services, Inc. 300380
P.O. Box 6300 Albany, NY 12206 FA

This Memorandum of Lease is effective this 28th day of September, 2006 between **CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO CHICAGO TRUST COMPANY, AN ILLINOIS CORPORATION, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT #1093605** ("Landlord") and **WILLIAMS-SONOMA STORES, INC.**, a California corporation ("Tenant") having its principal place of business at 3250 Van Ness Avenue, San Francisco, CA 94109, who agree as follows:

1. By lease dated September 23, 2006 (the "Lease"), Landlord has leased to Tenant certain premises consisting of approximately 41,814 square feet of space in the Building located at 1630 N. Sheffield, Chicago, Illinois ("Premises"), which Premises is located on the real property located in the City of Chicago, County of Cook, and State of Illinois, described in Exhibit "A" attached hereto, for a term of twelve (12) months, commencing approximately June 15, 2008 which is subject to extension by Tenant as follows: Tenant has three (3) – six (6) Year Options to Extend Term. The provisions of this Lease are incorporated into this Memorandum of Lease by reference.
2. Upon expiration or earlier termination of the term of the Lease, and upon Landlord's request, Tenant agrees promptly to execute and deliver to Landlord a recordable instrument memorializing such expiration or termination and the release of this Memorandum of Lease.
3. This Memorandum of Lease is prepared for purposes of recordation and in no way modifies the provisions of the Lease.

[SEE NEXT PAGE FOR SIGNATURES]

SLY
S.O
my
P-S
G.W

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IN WITNESS WHEREOF, Landlord has duly executed this Memorandum of Lease on this 10th day of October, 2006.

LANDLORD

**CHICAGO TRUST COMPANY,
AN ILLINOIS CORPORATION,
NOT PERSONALLY
BUT SOLELY AS TRUSTEE
UNDER TRUST AGREEMENT # 1093605 _____**

By: **SEE ATTACHED EXCULPATORY**
Its: **NO CAUSE FOR SIGNATURE**

IN WITNESS WHEREOF, Tenant has duly executed this Memorandum of Lease on this 29th day of September, 2006.

TENANT

WILLIAMS-SONOMA STORES, INC.
a California corporation

By: *Arthur H. Tropp Sr.*
Its: Sr. Vice President, Real Estate
ARTHUR H. TROPP SR

[ATTACH NOTORIAL ACKNOWLEDGMENTS]

Cook County Clerk's Office

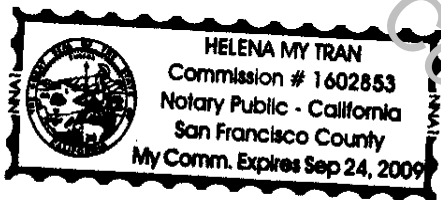
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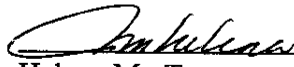
State of California)
)
County of San Francisco) ss.

On September 29, 2006, before me, personally appeared Arthur H. Tropp, Sr. Vice President Real Estate, Williams-Sonoma Stores, Inc., personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY SEAL





Helena My Tran
My commission expires September 24, 2009

Memorandum of Lease
WS/PB @ Lincoln Park, IL

Property of Cook County Clerk's Office


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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST # 1093605 ATTACHED TO AND MADE A PART OF THE MEMORANDUM OF LEASE DATED 9/28/06 BETWEEN CHICAGO TITLE LAND TRUST COMPANY U/T #1093605 AND WILLIAMS-SONOMA STORES, INC.

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the 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 Trustee not in its own right but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: 10/10/06

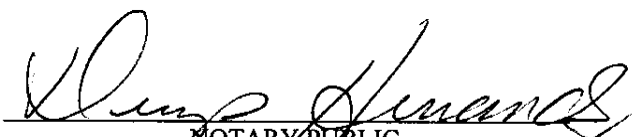
CHICAGO TITLE LAND TRUST COMPANY, as Trustee
Under Trust No. 1093605

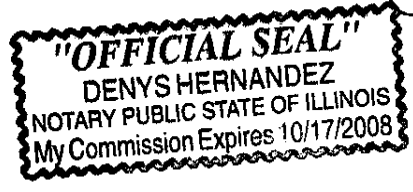
By: 
Assistant Vice President
Sherri Smith

State of Illinois
County of Cook SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 10/10/06.


NOTARY PUBLIC



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Exhibit A

Legal Description of the Lease Premises

The Southwesterly 117.82 feet of lot 7, lots 8, 9, and 10, and part of lot 6, all in Block 8 in the Resubdivision of lots 1 and 2 of Block 8 in Sheffield's Addition to Chicago in the west $\frac{1}{2}$ of the south east $\frac{1}{4}$ of Section 32, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Address: 1630 North Sheffield Avenue
Chicago, IL 60622

PIN: 14-32-419-015
~~14-32-419-016~~

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