UNOFFICIAL COPY

Prepared By:

Thomas H. Page
Barack Ferrazzano Kirschbaum &
Nagelberg LLP
200 West Madison Street
Suite 3900
Chicago, Illinois 60606

Doc#: 0822522097 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/12/2008 02:48 PM Pg: 1 of 4

MEMORANDUM OF LEASE

This Metrorandum of Lease (this "Memorandum") is made this day of 2008, between REYNOLDS PROPERTY GROUP, L.L.C., an Illinois limited liability company ("Landlord"), and ADVANCE STORES COMPANY, INCORPORATED, a Virginia corporation ("Terant").

WITNESSETH:

Landlord and Tenant have entered into a Lease (the "Lease") dated June 30, 2008, whereby Landlord has leased to Tenant a portion of certain premises located on that certain real property, located in Cook County, State of Illinois (the "Property"), the legal description of which Property is set forth on Exhibit "A" attached hereto. The Lease contains provisions and rights appurtenant to the Property, some of which are as follows:

- I. Term. The term of the Lease is for a period of ten (10) years from the "Rent Commencement Date" (as established in the Lease), commencing on the "Commencement Date" (as established in the Lease). Thereafter, Ter ant has the right under the Lease to renew and extend the term of the Lease for three (3) successive periods of five (5) years each.
- II. Exclusive Use Rights. The Lease provides that Landlord shall not allow any portion of the Shopping Center (other than the Leased Premises) to be used as its primaryfor the purpose forof the sale, display or rental of automotive parts, accessories, supplies and/or maintenance items. Notwithstanding the foregoing, the above restriction shall not apply to any use that sells, displays or rents automotive parts, accessories, supplies and/or maintenance items as an incidental part of its business. For purposes herein "incidental part of its business" shall mean that automotive parts, accessories, supplies, and/or maintenance items do not occupy more than the lesser of ten percent (10%) of the gross leaseable area of their demised premises or one thousand (1,000) square feet of gross leaseable area of their demised premises.
- III. <u>Successors</u>. The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefits of their respective heirs, administrators, executors, representatives, successors and assigns.

UNOFFICIAL COPY

- IV. <u>Incorporation of Lease</u>. All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein.
- V. <u>Conflicts with Lease</u>. This Memorandum is solely for notice and recording purposes and shall not be construed to alter modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall govern.

IN WITNESS WHEREOF, this Memo as of the day and year first above written.	randum has been duly executed by the parties hereto
	REYNOLDS PROPERTY GROUP, L.L.C., an Illinois limited liability company
	By:
STATE OF Runar	Title. Tresident
COUNTY OF Code	
certify, that George D. Hanus personally k PROPERTY GROUP, L.L.C., an Illinois lim to be the same person whose names are subs	und for the County and State aforesaid, does hereby no ver to me to be the President of REYNOLDS ited liability company, and personally known to me cribed to the foregoing instrument, appeared before under oath that as such President he signed and ority duly given to him by said company.
Given under my hand and seal this 3	
	Chomas Hilas
	Notary Public
My Commission Expires:	"OFFICIAL SEAL" Thomas H. Page Notary Public, State of Illinois My Commission Exp. 08/16/2008

0822522097 Page: 3 of 4

UNOFFICIAL COPY

ADVANCE STORES COMPANY, INCORPORATED, a Virginia corporation

Title: Senior Vice President / Real Estate

COMMONWEALTH OF VIRGINIA) SS; COUNTY OF ROANOKE

The undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify, that Randail & Young, Senior Vice President - Real Estate of Advance Stores Company, Incorporated, a Virginia corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such Senior Vice President - Real Estate, he signed and delivered the said instrument pursuant to authority duly given to him by said corporation.

Given under my hand and seal this Hand day of August

My Commission expires:

0822522097 Page: 4 of 4

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Legal Description: Lots 1 and 2 in Calumet Park Subdivision, being a part of the Southeast ¼ of the Northeast ¼ of Section 31, Township 37 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded on March 12, 2007 as document no. 0707115020, in Cook County, Linois

Property Address:

North of the Northwest corner of

Asirland Avenue and Vermont Street

Calumet Park, Illinois

PIN: 25-31-204-006-0000 and 25-31-214-006-0000