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0902205144

Doc#: 0902205144 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/22/2009 03:58 PM Pg: 1 of 6

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

SHORT FORM LEASE

RE: This Short Form Lease (the "Short Form Lease") is made as of the 1st day of October, 2008, by and between FTK I LLC ("Landlord"), and AutoZone Development Corporation, a Nevada corporation, [or in New Mexico, AutoZone Stores, Inc., a Nevada corporation] ("Tenant").

This instrument was prepared by Brown, Udell, Pomerantz & Delrahim, 1332 N. Halsted Street, Ste. 100, Chicago, Illinois, 60642

Mail to:
Tony Valevicius
Brown Udell, Pomerantz & Delrahim
1332 N. Halsted, Ste. 100
Chicago, Illinois 60642

RECD

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SHORT FORM LEASE

THIS SHORT FORM LEASE (the "**Short Form Lease**") is made as of the 1st day of October, 2008 by and between FTK I LLC ("**Landlord**"), and **AutoZone Development Corporation, a Nevada corporation [or in New Mexico, AutoZone Stores, Inc., a Nevada corporation]** ("**Tenant**").

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and for other good and valuable consideration paid and to be paid by Tenant to Landlord, Landlord does hereby demise and lease unto Tenant, and Tenant does hereby lease and take from Landlord upon the terms and conditions and subject to the limitations more particularly set forth in that certain Shopping Center Lease (the "**Lease**") dated as of the date hereof by and between Landlord and Tenant to which Lease reference is hereby made for all the terms and conditions thereof, which terms and conditions are made a part hereof as fully and particularly as if set out verbatim herein, the premises (the "**Demised Premises**") situated in the City of Melrose Park County of Cook, State of Illinois, consisting of a 8600 square foot premises, together, rights of access as provided herein, and more particularly described in **Exhibit "A"** and shown on **Exhibit "B"**. The Demised Premises is a part of the Entire Premises which is more fully described herein.

1. TO HAVE AND TO HOLD the Demised Premises unto Tenant for a term of ten (10) years, commencing as provided in the Lease, and ending on the last day of the month following ten (10) years after the Commencement Date (as defined in the Lease), unless sooner terminated, extended or modified as provided therein.

2. In the Lease, Landlord has granted to Tenant certain rights to renewal options which are exercisable by Tenant as provided in the Lease.

3. The Lease contains, among other things, the following provisions:

(a) Landlord grants Tenant the right to merchandise any products normally sold in Tenant's other auto parts, supply and accessories stores without restriction.

(b) Tenant may use the Demised Premises for any lawful purpose.

(c) Landlord agrees for itself, its successors and assigns, its officers, directors, and shareholders (holding more than ten percent (10%) of its stock), its parent, affiliated and subsidiary corporations or other entity and any partner or other party affiliated with it, that none of the foregoing shall use, suffer, permit or consent to the use or occupancy of any part of the Entire Premises except for the Demised Premises as an auto parts store or for the sale of automobile parts, supplies and/or accessories as long as the Lease is in effect.

(d) Landlord shall not use or permit the use of any part of the Entire Premises for any of the following: manufacturing or industrial uses; offices, either private or government (including, but not limited to, any type of medical office, clinic or facility); residential use; flea markets or similar businesses; adult entertainment; commercial indoor amusements; churches;

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libraries; parking vehicles offered for lease or sale in the parking areas of the Entire Premises; restaurants; nightclubs; cocktail lounges; meeting halls; taverns; entertainment facilities; undertaking establishments; bingo games, casinos or off-track betting agencies; pawn and gun shops; post offices or postal facilities; family planning clinics; theaters, either motion picture or live; bowling alleys; skating rinks of any type; or call centers. In addition, notwithstanding anything contained herein to the contrary, Landlord shall have the right and if Landlord leases a part of the Entire Premises to a medical office, restaurant, nightclub, cocktail lounge, gymnasium, school, spas, tanning facilities, dance studio, or health club and the Lease amounts to more than fifteen percent (15%) of the Rentable Area of the Entire Premises, Landlord will dedicate twenty (20) parking spaces for the exclusive use of Tenant.

(e) The Common Areas shall contain a Parking Area as shown on Exhibit "B". Landlord shall not use or permit the Common Areas to be used for carnivals or other businesses, temporarily or permanently.

(f) Landlord grants to Tenant easements of access across the Common Area (as defined in the Lease) of the Entire Premises as provided in the Lease.

4. Landlord has agreed with Tenant that any mortgage placed on the Demised Premises or to be placed on the Demised Premises shall provide for non-disturbance of Tenant in the event of foreclosure, provided Tenant shall not default in the performance of its obligations under the Lease beyond applicable cure periods. Tenant has agreed that it will attorn to the mortgagee in possession or the purchaser at or in lieu of foreclosure provided its possession shall not be disturbed.

IN TESTIMONY WHEREOF, the above named Landlord and the above named Tenant have caused this instrument to be executed on the day and year set forth above.

LANDLORD:

FTK I LLC, an Illinois limited liability company

By: *[Signature]*

MANAGED
Marc H. Schwartz

Its: Manager

STATE OF ILLINOIS }
COUNTY OF COOK }

Subscribed and sworn to before me
this 1st day of October, 2008.

Michele Morris-Sokolick
Michele Morris-Sokolick
Notary Public



TENANT:

AUTO ZONE DEVELOPMENT CORPORATION

By: *[Signature]*

Its: Vice President

By: *[Signature]*

Its: Vice President

APPROVED, VERIFIED AND
PASSED FOR SIGNING

[Signature]

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STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, Priscilla Peralta of the State and County mentioned, personally appeared Diana H. Hull and Wm. David Gilmore with whom I am personally acquainted, and who, upon oath, acknowledged such persons to be vice presidents of AutoZone Development Corporation, the within named bargainor, a Nevada corporation, and that such vice presidents, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as AutoZone Development Corporation.

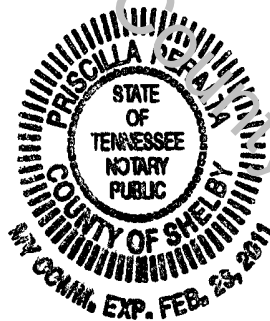
Witness by hand and seal, at office in Memphis, this 16th day of January, 2009.



Notary Public

Printed Name: Priscilla Peralta

My Commission Expires:



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LEGAL DESCRIPTION

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: ~, AS LESSOR, AND ~, AS LESSEE, DATED ~, WHICH LEASE WAS RECORDED ~ AS DOCUMENT ~, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING ~ AND ENDING ~.

THE EAST 297.46 FEET OF LOT 3 OF THE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF LYING NORTH OF A LINE 469.13 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 34) AND (EXCEPTING THAT PART THEREOF TAKEN FOR WIDENING OF NORTH AVENUE) AND (EXCEPTING THE EAST 25 FEET FALLING IN 15TH AVENUE), IN COOK COUNTY, ILLINOIS.

PIN: 12-34-403-013-0000

Property of Cook County Clerk's Office

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SILO SQUARE SHOPPING CENTER

1501-1527 W. NORTH AVE.

MELROSE PARK, IL

EXISTING BUILDING AREAS

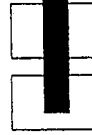
TENANT SPACE A:	3,225 S.F.
TENANT SPACE B:	2,086 S.F.
TENANT SPACE C:	1,246 S.F.
TENANT SPACE D:	1,253 S.F.
TENANT SPACE E:	6,218 S.F.
TELEPHONE ROOM E1:	190 S.F.
TENANT SPACE F:	18,965 S.F.
ELECTRIC ROOM F1:	226 S.F.
TENANT SPACE G:	6,055 S.F.
SPRINKLER ROOM G1:	82 S.F.
TENANT SPACE H:	1,572 S.F.
TENANT SPACE J:	1,165 S.F.
TENANT SPACE K:	867 S.F.
TENANT SPACE L:	1,673 S.F.
COMMON CORRIDOR M:	1,207 S.F.
TOTAL EXISTING BUILDING:	46,030 S.F.



SITE PLAN

SCALE:

1"=40'-0"

TELEPHONE
ROOM "E1"
190 S.F.ELECTRIC
ROOM "F1"
226 S.F.CORRIDOR "M"
1,207 S.F.SPRINKLER
ROOM "G1"
82 S.F.T.S. "E"
6,218 S.F.

T.S. "D" 1,253 S.F.
T.S. "C" 1,246 S.F.
T.S. "B" 2,086 S.F.

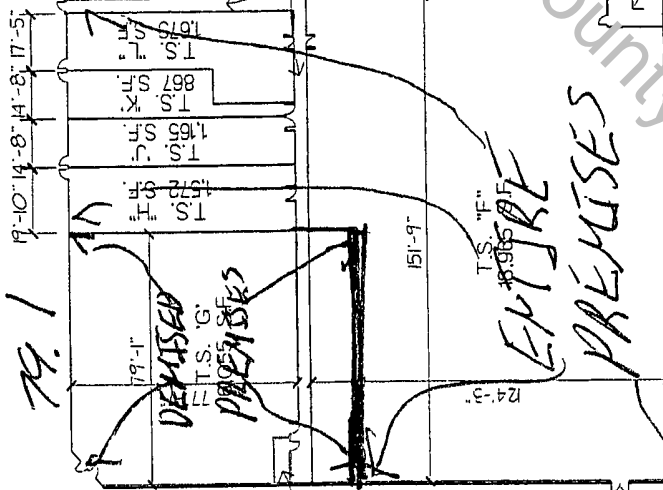
T.S. "A"
3,225 S.F.

EXHIBIT B

M/H