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Doc#: 0918039033 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/29/2009 03:09 PM Pg: 1 of 5

Prepared By:

Thomas H. Page
Barack Ferrazano Kirschbaum & Nagelberg LLP
200 West Madison Street, Suite 3900
Chicago, Illinois 60606-3465

MEMORANDUM OF LEASE

This Memorandum of Lease (the "Memorandum") is made as of the 19 day of JUNE, 2009, between CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee to AMALGAMATED BANK OF CHICAGO, as Trustee under a Trust Agreement dated June 18, 1991 and known as Trust No. 5517 ("Landlord"), and ADVANCE STORES COMPANY, INCORPORATED, a Virginia corporation ("Tenant").

WITNESSETH:

Landlord and Tenant have entered into a Lease (the "Lease") dated September 30, 2008, whereby Landlord has leased to Tenant that 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 eight (8) years from the "Rent Commencement Date" (as established in the Lease and which date is anticipated to be April 1, 2012), commencing on the "Commencement Date" (as established in the Lease and which date is anticipated to be April 1, 2012). Thereafter, Tenant has the right under the Lease to renew and extend the term of the Lease for two (2) successive periods of five (5) years each.
- II. Successors. 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.
- III. Incorporation of Lease. All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein.

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- IV. Conflicts with Lease. 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.
- V. Trustee Exculpation. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of Chicago Title Land Trust Company, as Trustee of Trust No. 5517, 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, undertaking or agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

[Signature pages follow.]

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ADVANCE STORES COMPANY,
INCORPORATED, a Virginia
corporation

By: Randall A. Young
Name: Randall A. Young
Title: Senior Vice President –
Real Estate

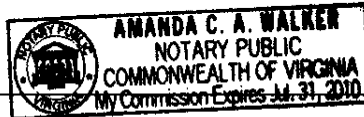
COMMONWEALTH OF VIRGINIA)
) SS;
COUNTY OF ROANOKE)

The undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify, that Randall A. 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 19 day of June, 2009.

Amanda Walker
Notary Public

My Commission expires:



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EXHIBIT A

Property Address: 480 West Sibley Avenue, Calumet City, Illinois

PIN: 29-12-407-001; 002; 003; 004; 018; 019; 020; 021; 022; 023; 024; 036; 037

PARCEL 1:

LOTS 28 TO 34 (EXCEPT THE EAST 5 FEET OF SAID LOTS) IN BLOCK 1 IN FORD CALUMET TERRACE SUBDIVISION IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 TO 5, BOTH INCLUSIVE, (EXCEPT THAT PART OF SAID LOTS LYING NORTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 1, DISTANCE 19.99 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY IN A STRAIGHT LINE A DISTANCE OF 119.96 FEET TO A PART IN THE EAST LINE OF SAID LOT 5, DISTANCE 31.75 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 5), TOGETHER WITH THE WEST 1/2 OF THE VACATED ALLEY LYING EAST OF AND ADJOINING THAT PART OF LOT 5 DESCRIBED ABOVE, ALL IN BLOCK 1 IN FORD CALUMET TERRACE SUBDIVISION IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 35 (EXCEPT THE EAST 5 FEET OF SAID LOT AND ALSO EXCEPT THAT PART THEREOF LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 35, DISTANCE 33.08 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 40.69 FEET TO A POINT, DISTANCE 37 FEET SOUTH OF AND MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 35, SAID POINT BEING ALSO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 60 FEET CONVEX TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 125.6 FEET TO A POINT DISTANCE 5 FEET WEST AND MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 35, SAID PART BEING ALSO A POINT OF TANGENCY ON SAID CURVE; THENCE SOUTH ALONG A DISTANCE OF 8 FEET TO A POINT IN THE SOUTH LINE THEREOF, DISTANCE 5 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 35), TOGETHER WITH THE EAST 1/2 OF THE VACATED ALLEY LYING WEST OF AND ADJOINING THAT PART OF LOT 35 DESCRIBED ABOVE, ALL IN IN BLOCK 1 IN FORD CALUMET TERRACE SUBDIVISION IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.