

Chicago, IL
AZ #4435

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Doc#: 1002144106 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/21/2010 03:11 PM Pg: 1 of 5

Recording Prepared By, And
~~After Recording, Return To:~~
Robert F. Beckmann
AutoZone Stores, Inc.
123 South Front Street
Memphis, TN 38103

RETURN TO:

First American Title Insurance Co.
10355 Citation Drive, Suite 100
Brighton, MI 48116

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made and entered into as of the 8th day December, 2009 by and between **Grossprops Associates, L.L.C.**, an Illinois limited liability company and **Grossinger Motorcorp, Inc. a Delaware Corporation, d/b/a/ Grossinger Properties, Inc.**, (collectively "Landlord") and **AutoZone Development Corporation**, a Nevada corporation ("Tenant").

RECITALS

A. WHEREAS, Landlord and Tenant have entered into that certain lease ("Lease") dated as of the 7th day of September, 2009 (the Effective Date) pursuant to which the Landlord has agreed to lease the property legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Property") upon the terms and conditions set forth in the Lease.

B. WHEREAS, Landlord and Tenant intend and desires to set forth certain terms and provisions contained in the Lease in this Memorandum for recording purposes.

NOW THEREFORE, for and in consideration of the rents reserved and the covenants and conditions set forth in the Lease, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. DEFINITIONS. Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Lease.

2. TERM. The term of the Lease is for a period of twenty (20) years, which shall commence on the first day of the month following the earlier of (i) the date that Tenant opens its store for business with the public or, (ii) three hundred sixty-five (365) days after the Effective Date of the Lease.

3. EXTENSIONS. In the Lease, Landlord has granted to Tenant four (4) separate options to extend the Term for five (5) years each.

4. INCORPORATION OF LEASE. This Memorandum is for informational purposes only, and nothing contained herein shall be deemed to in any way, modify or otherwise affect any of the terms and conditions of the Lease, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this Memorandum, the terms of the Lease shall prevail.

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first written above.

LANDLORD:

TENANT:

GROSSPROPS ASSOCIATES, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY

AUTOZONE DEVELOPMENT CORPORATION, A NEVADA CORPORATION

By: [Signature]
CAROLYN GROSSINGER

By: [Signature] JAMES C. GRIFFITH

Its: MARGEN

Its: Vice President

GROSSINGER MOTORCORP, INC., A DELAWARE CORPORATION, D/B/A GROSSINGER PROPERTIES, INC.

By: [Signature]
DIANA H. HULL

By: [Signature] CAROLYN GROSSINGER

Its: Vice President

Its: President

Approved for Execution (AZ Internal):

rb KH

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A LEGAL DESCRIPTION

PARCEL II:

LOTS 61, 62 AND 63 (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH WEST LINE OF SECTION 19) IN JONES' SUBDIVISION OF BLOCK 22 IN SUBDIVISION OF BLOCK 22 IN SUBDIVISION OF SECTION 19 (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 EAST 1/3 OF THE SOUTHEAST 1/4 THEREOF) IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. AND

PARCEL III:

LOT 64 IN CAROLINE OGDEN JONES SUBDIVISION OF BLOCK 22 IN EXECUTORS OF W.E. JONES SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 (EXCEPT THE SOUTH WEST 1/4 OF NORTHEAST 1/4 AND EXCEPT THE SOUTHEAST 1/2 OF THE NORTHWEST 1/4 AND EXCEPT THE EAST 1/2 OF THE SOUTH EAST 1/4) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL IV:

LOTS 65, 66, 67 AND 68 IN CAROLINE OGDEN JONES SUBDIVISION OF BLOCK 22 IN EXECUTORS OF W. E. JONES SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 (EXCEPTING THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 AND EXCEPT THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 AND EXCEPT THE EAST 1/2 OF THE SOUTH EAST 1/4), EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-19-116-010-0000	3723	N	Western Ave, Chicago, IL
14-19-116-011-0000	3715	N	Western Ave
14-19-116-012-0000	3715	N	Western Ave
14-19-116-013-0000	3715	N	Western Ave
14-19-116-014-0000	3711	N	Western Ave
14-19-116-015-0000	3707	N	Western Ave
14-19-116-016-0000	3705	N	Western Ave
14-19-116-017-0000	3701	N	Western Ave

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STATE OF TENNESSEE)
) SS:
COUNTY OF SHELBY)

I, James D. Anderson, a Notary Public in and for said State and County do hereby certify that James C. Griffith, personally known to me to be the Vice President of AutoZone Development Corporation, a Nevada corporation, and Diana H. Hull, personally known to me to be the Vice President of said corporation; and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Vice President of said corporation, they executed the foregoing instrument, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free act and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 31st day of December, 2009.

[Signature]
Notary Public

My Commission Expires: 11/07/2012

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Kathryn Arnold, a Notary Public in and for said State and County do hereby certify that Carlton Granger personally known to me to be the Manager of Grossprops Associates, L.L.C., an Illinois limited liability company, and whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free act and voluntary deed on behalf of the limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this 8th day of December, 2009.

[Signature]
Notary Public

My Commission Expires: _____



