

UNOFFICIAL COPY



Doc#: 1125003038 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/07/2011 02:15 PM Pg: 1 of 5

AMENDED MEMORANDUM OF LEASE

Dated: July 11, 2011

Heartland Bank & Trust Company, as successor-in-interest to Western Springs National Bank and Trust, as Trustee under trust agreement dated June 12, 1997 and Known as trust no. 3594 ("Landlord").

McDonald's Corporation, a Delaware corporation ("Tenant")

Property Address: 1004 West Wilson
Chicago, Illinois 60640

Tax Number; 14-17-211-019-0000

Prepared by: Anne Kennedy/Otzen
After Recording return to: Katrina Washington
McDonald's Corporation
One McDonald's Plaza
Oak Brook, Illinois 60523
L/C: 012-0471

UNOFFICIAL COPY

Chicago, Illinois
1004 West Wilson
L/C: 012-0471
File #5977

Prepared by: Anne Kennedy-Otzen
After recording, return to: Katrina Washington
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60523

AMENDED MEMORANDUM OF LEASE

THIS AMENDED MEMORANDUM OF LEASE is dated July 11, 2011 between *HEARTLAND BANK & TRUST COMPANY, AS SUCCESSOR-IN-INTEREST TO WESTERN SPRINGS NATIONAL BANK AND TRUST, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 12, 1997 AND KNOWN AS TRUST NO. 3594 ("Landlord") whose address is Georgia Regas, Beneficiary of said Trust, 46 Baybrook Lane, Oak Brook, Illinois 60523 and Andrea M. Groobman, Beneficiary of said Trust, 209 Rivershire Lane, Unite 404, Lincolnshire, Illinois 60069, and **McDONALD'S CORPORATION**, a Delaware corporation ("Tenant") whose principal place of business is located at One McDonald's Plaza, Oak Brook, Illinois 60523.

Landlord leases to Tenant the Premises with improvements and appurtenant easements, if any, in the City of Chicago, County of Cook, State of Illinois described on Exhibit A attached and made a part of this Amended Memorandum of Lease.


1. **TERM:** TO HAVE AND TO HOLD for a term ending on July 14, 2021.
2. **OPTION TO EXTEND:** The term of the Lease shall be automatically extended for three (3) successive periods of five (5) years each aggregating fifteen (15) years if Tenant does not elect to terminate the Lease at the end of the Primary Term or any option period.
3. **FIRST REFUSAL:** Landlord grants Tenant the right of first refusal to lease and to purchase the Premises.
4. **COVENANT NOT TO COMPETE:** Landlord will not, except with the written consent of Tenant, directly or indirectly engage in, or acquire any financial or beneficial interest in, or grant a Lease to any person(s) to engage in a restaurant of any type in which food and beverages are dispensed within a radius of one (1) mile from the Premises covered by this Lease.
5. **MEMORANDUM:** The rentals to be paid by Tenant and all of the obligations and rights of Landlord and Tenant are set forth in the Ground Lease dated August 16, 1979, as amended by agreements dated May 3, 2000 and June 28, 2011, as evidenced by Memorandum of Lease dated April 22, 1980 recorded on December 1, 1980 as Document No. 25686695. (collectively, the "Lease") executed by the parties. This instrument is merely an Amended Memorandum of Lease and is subject to all the terms, conditions and provisions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail as between the parties. This Amended Memorandum is binding upon and shall inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.



UNOFFICIAL COPY


To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

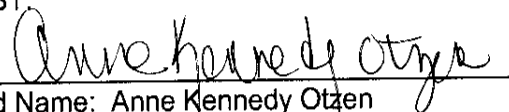
LANDLORD: *WESTERN SPRINGS NATIONAL BANK AND TRUST, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 12, 1997 AND KNOWN AS TRUST NO. 3594

TENANT: McDONALD'S CORPORATION, a Delaware corporation

By: 
Printed Name: DANIEL N. WLODEK
Its: TRUST OFFICER

By:  
Printed Name: Kathleen Madigan
Its: Managing Counsel

ATTEST:
By: 
Printed Name: VANCE E. MACLELLAN
Its: VICE PRESIDENT

ATTEST:
By: 
Printed Name: Anne Kennedy Otzen
Its: Counsel

Date: JULY 11 2011

Date: July 11, 2011

* This AMENDED MEMORANDUM OF LEASE is executed by HEARTLAND BANK and TRUST COMPANY, as SUCCESSOR in INTEREST to WESTERN SPRINGS NATIONAL BANK AND TRUST, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by HEARTLAND BANK and TRUST COMPANY are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against HEARTLAND BANK and TRUST COMPANY by reason of any of the covenants, statements, representations or warranties contained in this document. This document is executed based solely upon information and belief furnished by the beneficiary or beneficiaries of the aforesaid Trust. The Trustee has no personal knowledge of the facts of statements herein contained.

UNOFFICIAL COPY

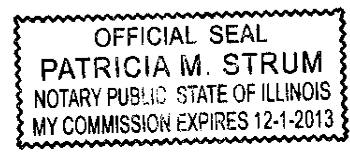
ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS:

I, PATRICIA M. STRUM, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that DANIEL W. KLODEK, as TRUST OFFICER and VANCE F. HALVORSON, as VICE PRESIDENT of **WESTERN SPRINGS NATIONAL BANK AND TRUST**, as **Trustee under Trust Agreement dated June 12, 1997 and known as Trust No. 3594**, who is personally known to me to be the persons whose names are subscribed to the foregoing instrument as such authorized parties, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such authorized parties and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11th day of July, 2011
Patricia M. Strum
Notary Public

My commission expires 12-1-2013.



McDONALD'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS:

I, Katrina Washington, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Kathleen Madigan as Managing Counsel and Anne Kennedy Otzen, as Counsel of **McDONALD'S CORPORATION, a Delaware corporation**, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Managing Counsel and Counsel, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Managing Counsel and Counsel respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 15th day of July, 2011.
Katrina Washington
Notary Public

My commission expires:

UNOFFICIAL COPY

EXHIBIT A LEGAL DESCRIPTION

Lots 21, 22, 23 and 24 in the William Deering Surrender Subdivision in the West half of the Northeast Quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Said property commonly known as: 1004 West Wilson
Chicago, Illinois 60640

Tax Parcel No. 14-17-211-019

Together with all Landlord's easement rights and appurtenances thereof, now located thereon, and all necessary easements and appurtenances in Landlord's adjoining and adjacent land, highway, roads, streets, lanes, whether public or private, reasonably required for the installation, maintenance, operation and service of sewers, water, gas, drainage, electricity and other utilities and for drive-ways and approaches to and from abutting highways for the use and benefit of the above described parcels of real estate, including the improvements erected or to be erected thereon.