

# UNOFFICIAL COPY



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Doc#: 1134704023 Fee: \$92.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/13/2011 08:30 AM Pg: 1 of 29

This instrument prepared by  
and after recording return to:  
Crystal Pruess Bush  
Drinker Biddle & Reath LLP  
191 N. Wacker Drive, Suite 3700  
Chicago, Illinois 60606

## MEMORANDUM OF LEASE

This Memorandum of Lease is made as of the 23<sup>rd</sup> day of November, 2011 by and among **4600 Schubert, LLC**, an Illinois limited liability company ("Landlord"), **Aldi Inc.**, an Illinois corporation ("Tenant"), and **Chicago Title Land Trust Company**, as Trustee under Trust Agreement dated October 26, 2010 and known as Trust No. 8002355973 ("Land Trustee").

### WITNESSETH:

Landlord is the owner of certain real property legally described in **Exhibit B** attached hereto (the "Premises"). The Premises constitute a portion of a commercial development legally described in **Exhibit C** attached hereto (the "Development"), a portion of which is owned by Landlord and a portion of which is owned by Land Trustee, as shown on **Exhibit C**. Landlord, Tenant and Land Trustee have entered into a Ground Lease Agreement dated the date hereof (the "Lease") demising the Premises to Tenant, together with all easements, rights and privileges appurtenant thereto.

This Memorandum of Lease is recorded to provide notice of the general interests of Landlord and Tenant in the Premises and the Development and of certain terms and provisions of the Lease, and does not modify, alter or amend the Lease, which remains in full force and effect in accordance with its terms.

NOW, THEREFORE, Landlord, Tenant and Land Trustee state as follows:

- Term.** The initial term of the Lease is ten (10) years and there are four (4) successive options, each for a five (5) year period. The Commencement Date is determined in accordance with the terms of the Lease and, once determined, the actual Commencement Date shall be set forth in a supplement to this Memorandum of Lease.
- Common Areas; Sign.** The Lease grants certain rights to Tenant pursuant to the following provisions as quoted therefrom:

"2.2. Landlord and Land Trustee hereby grant to Tenant and its contractors a non-exclusive temporary construction easement and right-of-way, to the extent needed in accordance with good construction practices, but only during the period of construction of the Tenant's Improvements, on, over, across and through the Development for the purpose of providing a temporary means of access for construction vehicles to and from the Premises, for the purpose of

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facilitating construction of Tenant's Improvements and grading to harmonize the topography between the Premises and the adjacent areas of the Development. In addition, Landlord and Land Trustee hereby grant to Tenant and its successors and assigns and their respective contractors a non-exclusive easement over the Development for purposes of performing Tenant's maintenance and repair obligations hereunder. All construction, maintenance and repair activities undertaken by Tenant shall be conducted so as to minimize interference with the business activities conducted in the Development.

2.3. Landlord and Land Trustee hereby grant to Tenant, and its successors and assigns, non-exclusive easements for the purposes of installing, using, maintaining, repairing and replacing service lines, connections and related improvements to provide to the Premises sanitary sewer, storm sewer, natural gas, electricity, water and communications services.

2.4. Tenant, as well as its employees, agents and customers, shall have and are hereby granted complete, non-exclusive and undisturbed access to, and use of, and shall have an easement over, all Common Areas (as defined in Section 10.2 below).

2.5. Tenant shall have the right to use the access and other easements that have been given over the property located adjacent to the Development on Diversey Avenue pursuant to the Reciprocal Easement for Ingress, Egress and Parking recorded June 8, 1994 as Document Number 94508776, as amended by First Amendment to Reciprocal Easement for Ingress, Egress and Parking being recorded concurrently herewith (collectively, the "REA"). In the event Landlord is required to pay its share of the cost of maintaining the traffic signal therein described, Tenant shall reimburse Landlord in an amount equal to its Pro Rata Share (as defined in Section 10.4 below) of such cost payable by Landlord during the Term of this Lease, as it may be extended."

"10.2. Landlord shall maintain all Common Areas in first class condition, repair and cleanliness, free of impediments to easy and safe movement within the Common Areas. For purposes of this Lease, "Common Areas" are those portions of, and facilities within, the Development, which are intended for the common use of the occupants, their customers, agents and employees, including, without limitation, parking areas, driveways, walkways and landscaping."

"11.2. Landlord or any future owner of any portion of the Development shall, at its sole cost and expense, maintain and repair all other portions of the Development, including all buildings, other improvements located thereon and all Common Areas of the Development, in good and sightly condition consistent with first class shopping center facilities in the county in which the Development is located. Such obligation shall run with the land and be binding on all future owners of any portion of the Development. If Landlord fails to repair or maintain such other portions of the Development as described above, within thirty (30) days following notice from Tenant, or immediately in the case of an emergency, Tenant may perform the repairs or maintenance and charge the cost to Landlord. If Landlord fails to reimburse Tenant for the cost of such repairs or

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maintenance within fifteen (15) days following billing from Tenant, Tenant may deduct such cost from Common Area Charges or Base Rent next coming due. All work performed by Landlord hereunder shall be performed at such times and in such manner as to minimize interference with Tenant's business operations."

"13.2. Tenant shall have the right and is hereby granted an exclusive easement for the duration of the Term, as the same may be extended, for the purpose of installing, maintaining and illuminating its two (2) sided graphic sign panel (having a size of up to seventy-six (76) square feet) on the Development multi-user sign (the "**Development Sign**") which is located on Diversey Avenue as depicted on **Exhibit A** attached hereto, subject to applicable law and required governmental approvals, as well as for electric service to such sign panel. **Exhibit G**, attached hereto and made a part hereof, depicts the dimensions of Tenant's graphic sign panel and location thereon (and reflects two alternative variations of other tenants' signs thereon). Tenant shall be responsible for the maintenance of its graphic sign panel, at its sole cost and expense. Electric service for the sign panel shall be separately metered. The reasonably documented costs of maintenance of such Development Sign (exclusive of sign panel) shall be shared by all users of sign panels on the Development Sign based on the respective sizes of their sign panels."

3. **Restrictions.** The Lease provides for certain restrictions and covenants affecting the Development as more particularly set forth in the Lease pursuant to the following provisions as quoted therefrom:

"9.1. As material consideration to Tenant, Landlord represents and warrants that Tenant's permitted use of the Premises does not violate any exclusivity clause or other restriction contained in any other tenant's lease in the Development or in any other agreement or document to which Landlord or Land Trustee or Land Trustee's beneficiary is a party. Landlord and Land Trustee agree that for a period of twenty (20) years from the Effective Date, or such longer time as Tenant or its successors or assigns may operate any portion of the Premises as a retail food store, neither Landlord nor Land Trustee shall use or occupy, or permit the use of or occupancy of, any "**Restricted Property**" (defined as the Development, except for any portion thereof leased to Tenant, and any additions to the Development, together with Landlord's three and one-half (3-1/2) acre parcel adjacent to the south), legally described in **Exhibit F** attached hereto, for the operation of a retail food store. The term "**retail food store**" means any store where the sale of groceries constitutes at least thirty percent (30%) of the total sales of such establishment. In addition, neither Landlord, Land Trustee nor Tenant shall use or permit the use of any portion of the Restricted Property or the Premises for any of the "**Restricted Uses**" set forth on **Exhibit F** attached hereto and made a part hereof. The covenants made by Landlord, Land Trustee and Tenant in this Section 9.1 are covenants running with the land for the benefit of the Premises and the Restricted Property. Thus, all covenants made by Landlord, Land Trustee and Tenant in this Section 9.1, whether affirmative or negative in nature, are intended to and shall bind Landlord, Land Trustee and Tenant, respectively, and their respective successors and assigns and future owners and occupants of all portions of the Premises and the Restricted Property."

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"9.3. Tenant shall have full and complete right to control, regulate and prohibit commercial or charitable solicitation, advertising, dissemination of handbills or picketing in the area designated as "**Controlled Access Property**" (hereinafter the "**CAP**") on the Site Plan attached hereto as **Exhibit A**. Tenant shall have the right to post the CAP with "no solicitation" signs. If Tenant is required by law to permit picketing or hand billing on the CAP, such activity will be permitted only in the area designated on the Site Plan attached hereto as **Exhibit A** as the "**Hand Bill Area**".

9.4. Except for such restrictions, covenants and easements provided for in this Lease, neither Landlord nor Land Trustee shall record any restrictions, covenants or easements against the Development, and shall not amend or waive any rights under the REA, without Tenant's prior written consent, which shall not be unreasonably withheld."

"10.1. Landlord warrants that the Site Plan accurately depicts the Development. The Site Plan is a material consideration for Tenant entering into this Lease. Landlord and Land Trustee shall not reduce the number of parking spaces in the Development from that shown on the Site Plan attached hereto as **Exhibit A**. In particular, no changes may be made in the number or configuration of the One Hundred Nineteen (119) standard and Five (5) handicap parking spaces, or a total of One Hundred Twenty-Four (124) parking spaces, located adjacent to the Premises as depicted on the Site Plan attached hereto as **Exhibit A** (the "**Adjacent Parking**"). In addition, the approximately four hundred twenty-five (425) square foot area identified on **Exhibit A** as "**Cart Storage Area**" shall be for the exclusive use of Tenant for the storage of shopping carts. Neither Landlord nor Land Trustee shall construct or erect any improvements or make any change or alteration to the configuration of the Development within the "**No-Build Area**" as depicted on the Site Plan. Neither Landlord nor Land Trustee shall alter the configuration of the Common Areas, including the parking areas depicted on the Site Plan, methods of ingress and egress, direction of traffic, lighting, curbing, building location, heights and stories as depicted on the Site Plan attached hereto as **Exhibit A**. Neither Landlord nor Land Trustee shall make or permit any changes to the Development, including the construction of improvements thereon, which adversely affect the availability of convenient parking for, the ingress to or egress from, or the visibility of the Premises, without the prior written consent of Tenant."

"13.3. No signs shall be placed on the Development without prior written approval by Tenant of the plans for and location of such signs."

4. **Right of First Offer.** The Lease provides the Tenant with the following right of first offer as more particularly set forth in the Lease pursuant to the following provision as quoted therefrom:

"20. Landlord hereby covenants that it shall first offer to sell to and negotiate with Tenant for the purchase of the Premises or any portion thereof or any portion of the Development that includes the Premises (any of the foregoing referred to herein as the "**Offered Property**") should Landlord desire to sell the Offered Property (the "**Right of First Offer**"). The foregoing Right of First

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Offer shall require Landlord to give written notice to Tenant of Landlord's intention to sell the Offered Property, and Tenant shall have the exclusive right for sixty (60) days after receipt of such notice to negotiate with Landlord for the purchase of the Offered Property. In the event that Tenant and Landlord do not agree on the terms of such purchase and sale within such sixty (60) day period, Landlord shall have the right to enter into a contract to sell the Offered Property at any time within the period of one (1) year following the expiration of such sixty (60) day period and thereafter to close upon such sale (which closing may occur after the one (1) year period). In the event Landlord has not entered into a written agreement for the purchase and sale of the Offered Property within such one (1) year period or if the sale contemplated by such agreement is not closed, Landlord shall again provide Tenant with the notice and sixty (60) day period to negotiate as described above. Landlord shall not sell the Offered Property to another party upon terms more financially favorable than those offered by or discussed with Tenant. The Right of First Offer shall inure to the benefit of the successors and assigns of Tenant and shall bind all future owners of any portion of the Development."

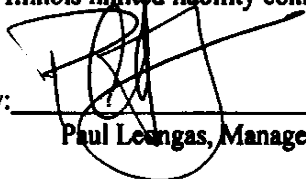
5. **Restrictions and Easements Run with the Land.** The restrictions, easements and licenses granted under the Lease run with the land and shall bind all future owners and occupants of the Development and the Restricted Property during the term of the Lease.
6. **Counterparts.** This Memorandum of Lease may be executed in one or more counterparts, each which when executed and delivered shall be an original, and all of which together shall constitute one instrument.

[Signatures Are on Following Page]

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first above written.

**LANDLORD:**  
**4600 SCHUBERT, LLC,**  
an Illinois limited liability company

By:  \_\_\_\_\_  
Paul Leangas, Manager

**TENANT:**  
**ALDI INC.,**  
an Illinois corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**LAND TRUSTEE:**  
**CHICAGO TITLE LAND TRUST COMPANY,**  
as Trustee under Trust Agreement dated October 26,  
2010 and known as Trust No. 8002355973

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first above written.

**LANDLORD:**  
**4600 SCHUBERT, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Paul Leongas, Manager

**TENANT:**  
**ALDI INC.,**  
an Illinois corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
*Paul Rath*  
Vice President

**LAND TRUSTEE:**  
**CHICAGO TITLE LAND TRUST COMPANY,**  
as Trustee under Trust Agreement dated October 26,  
2010 and known as Trust No. 8002355973

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first above written.

**LANDLORD:**  
**4600 SCHUBERT, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Paul Leongas, Manager

**TENANT:**  
**ALDI INC.,**  
an Illinois corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_



**LAND TRUSTEE:**  
**CHICAGO TITLE LAND TRUST COMPANY,**  
as Trustee under Trust Agreement dated October 26,  
2012 and known as Trust No. 8002355973 and not personally  
By: \_\_\_\_\_  
Its: **VICE PRESIDENT**

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

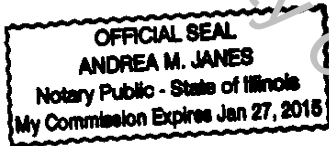


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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul Leongas, personally known to me to be the Manager of 4600 Schubert, LLC, an Illinois limited liability company, 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 that as such Manager, he signed and delivered the said instrument, pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3rd day of November, 2011.



Andrea Janes  
Notary Public

My commission expires: 1-27-2015

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ ) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of Aldi Inc., an Illinois 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 that as such \_\_\_\_\_, he signed and delivered the said instrument, pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul Leongas, personally known to me to be the Manager of 4600 Schubert, LLC, an Illinois limited liability company, 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 that as such Manager, he signed and delivered the said instrument, pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

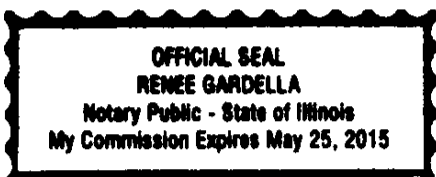
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Kane )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott Patton, personally known to me to be the Vice President of Aldi Inc., an Illinois 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 that as such Vice President, he signed and delivered the said instrument, pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16<sup>th</sup> day of November, 2011.

Renee Gardella  
\_\_\_\_\_  
Notary Public

My commission expires: 5-25-2015

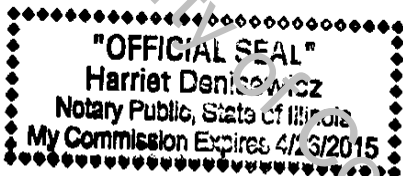


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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that LOURDES MARTINEZ, as ASST. VICE PRESIDENT of CHICAGO TITLE LAND TRUST COMPANY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ASST. VICE PRESIDENT, appeared before me this day in person and acknowledged that as such ASST. VICE PRESIDENT, She signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said \_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23 day of November, 2011.



Harriet Denise Wicz  
Notary Public  
My commission expires: \_\_\_\_\_

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**EXHIBIT A**  
**to Memorandum of Lease**

**Site Plan**

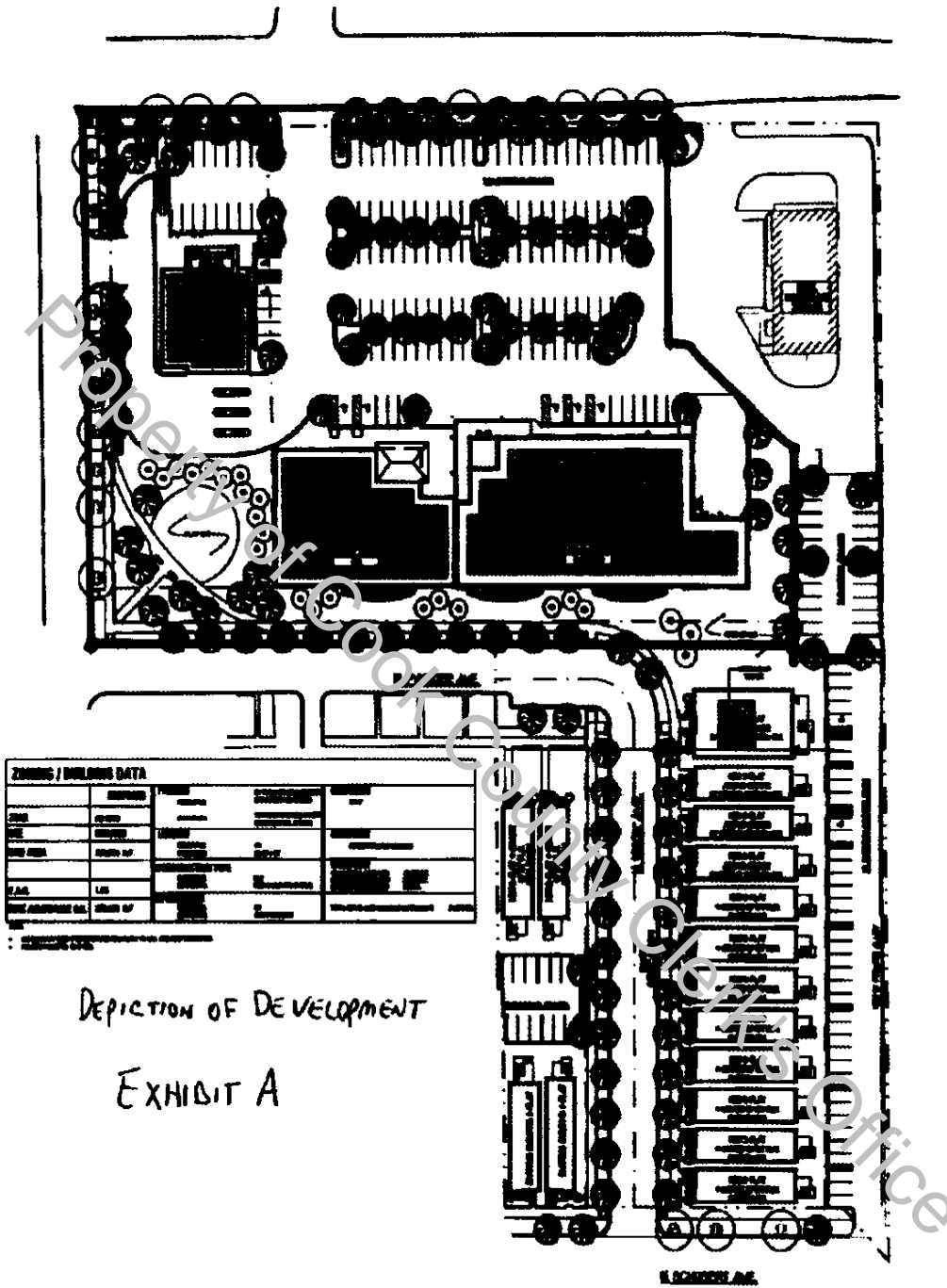
See Attached Six Pages

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

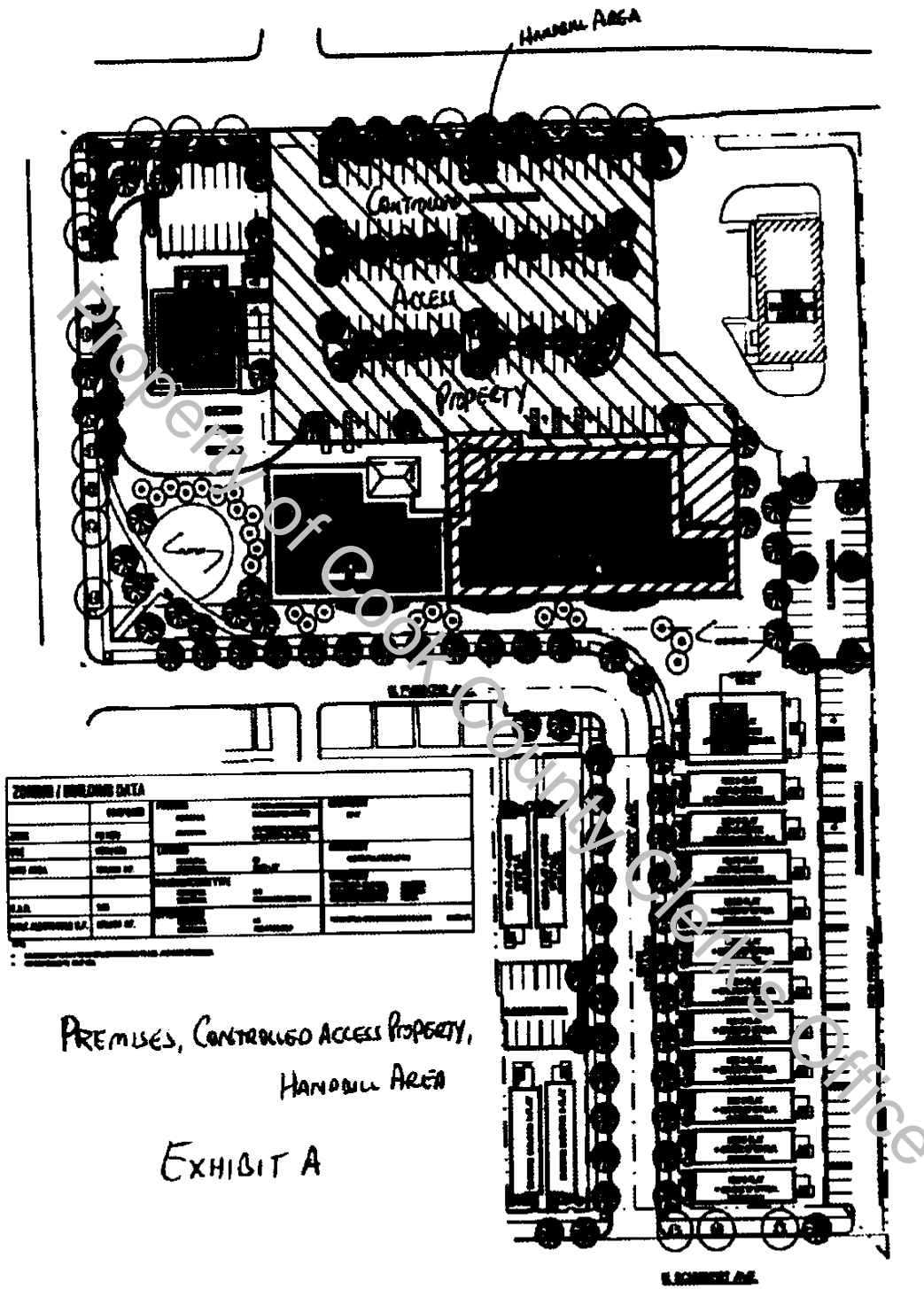
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**4600 Schubert**  
Diversity and Klipstich

04.23.10

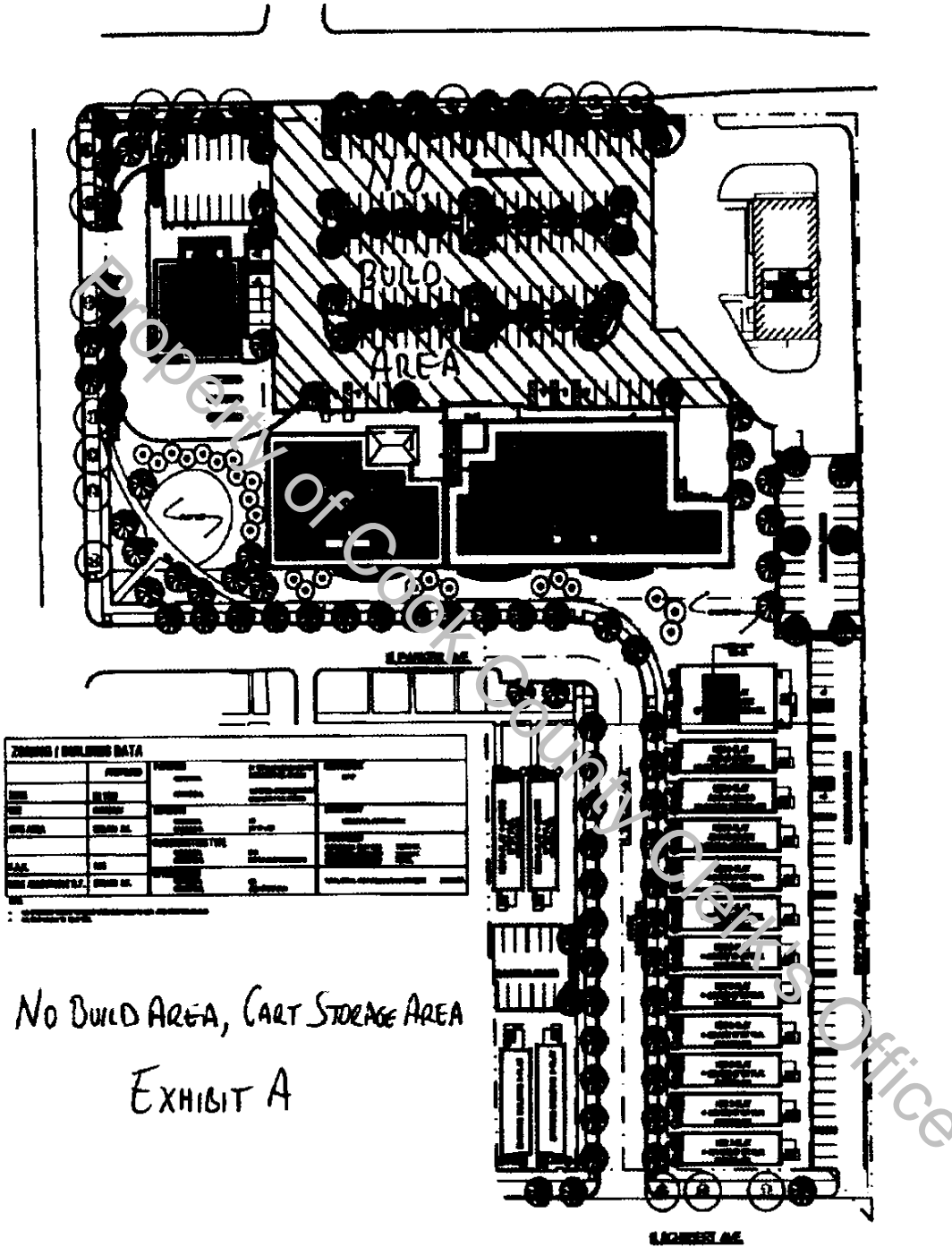
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**4600 Schubert**  
Diversay and Kilpatrick

04.23.10

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**4600 Schubert**  
Diversay and Kilpatrick

04.23.10





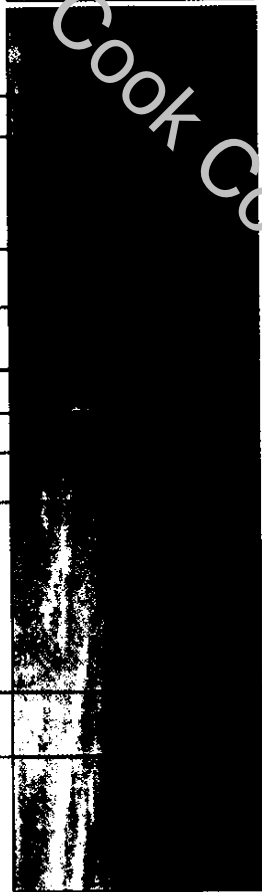
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**CHASEO**

**EXTERIOR MATERIAL FINISH LEGEND**

1	ORANGE TRIM/CLAMP- METAL CLAD TO MATCH WINDOW
2	CHASE SIGNAGE
3	BRICK COLOR TO MATCH FAC. W/ 1/2" BEZEL
4	WINDOWS ALUMINUM FINISH WITH LOW E 1" GLASS
5	ASPHALT ROOF SHINGLES- DARK BROWN COLOR
6	BRICK FINISH- BRICK BLENDED 1/4"
7	PRECAST STONE- LIGHT STONE LIMESTONE 3/4"
8	ORANGE TRIM/CLAMP- METAL CLAD TO MATCH WINDOW
9	BRICK FINISH- BRICK BLENDED 1/4"
10	PROTECTIVE BOLLARD
11	W/2 TRIM
12	BRICK FINISH- BRICK BLENDED 1/4"

- 10
- 1
- 2
- 6
- 3
- 7
- 4
- 7
- 5
- 3



Left Elevation

- 7
- 2
- 3
- 4
- 6
- 2
- 7
- 7
- 7
- 6
- 8

Rear Elevation

- 3
- 7
- 6
- 4
- 2
- 5
- 11
- 7
- 7



Front Elevation

Right Elevation

CHASE BANK- DIVERSEY AVE AND KILPATRICK AVE CHICAGO, IL

NUDELL ARCHITECTS 03.30.10



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## EXHIBIT B to Memorandum of Lease

### Legal Description of the Premises

THAT PART OF LOTS 7, 8, 9, 10 AND THAT PART OF THE STRIP OF LAND BETWEEN LOTS 6 TO 10 BOTH INCLUSIVE AND LOT 11 WHICH WAS SHOWN ON THE PLAT OF S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO AS A 15 FOOT PRIVATE ALLEY BUT WHICH HAS NOW BEEN TERMINATED BY THE OWNERS OF ALL OF THE ABUTTING LOTS BY DECLARATION OF TERMINATION RECORDED AS DOCUMENT NUMBER 12919799, (EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE HEREAFTER REFERRED TO AS LINE "B", DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1.44 FEET WEST OF THE NORTHWEST CORNER OF LOT 6, THENCE SOUTHEASTERLY AT A RADIUS OF 355.06 FEET, AN ARC DISTANCE OF 182.95 FEET MORE OR LESS THEREOF TO A POINT 2.13 FEET WEST OF THE SOUTHEAST CORNER OF LOT 10); ALSO PART OF LOTS 11, 12, 13 AND 14 ALL IN BLOCK 3 IN S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF VACATED WEST PARKER AVENUE VACATED BY ORDINANCE PASSED DECEMBER 23, 1957 AND RECORDED JANUARY 7, 1958 AS DOCUMENT NUMBER 17104154, ALSO PART OF WEST PARKER AVENUE AS SHOWN ON S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO AS GROVELAND AVENUE (100' WIDE), DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 10 IN BLOCK 3, THENCE SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST ALONG AN ASSUMED BEARING, BEING THE SOUTH LINE OF SAID LOT 10 IN BLOCK 3, ALSO BEING THE NORTH LINE OF VACATED WEST PARKER AVENUE 61.60 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 24 MINUTES 22 SECONDS EAST 1.09 FEET; THENCE SOUTH 88 DEGREES 35 MINUTES 38 SECONDS WEST 204.50 FEET; THENCE NORTH 01 DEGREES 24 MINUTES 22 SECONDS WEST 104.06 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 38 SECONDS EAST 51.83 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 22 SECONDS EAST 8.73 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 38 SECONDS EAST 113.17 FEET; THENCE NORTH 01 DEGREES 24 MINUTES 22 SECONDS WEST 24.67 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 38 SECONDS EAST 29.45 FEET TO A POINT ON SAID LINE "B"; THENCE SOUTHEASTERLY 15.56 FEET ALONG SAID LINE "B" BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 355.06 FEET AND WHOSE CHORD BEARS SOUTH 41 DEGREES 38 MINUTES 57 SECONDS EAST 15.55 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 22 SECONDS EAST NON-TANGENT TO THE LAST DESCRIBED COURSE 107.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 13-27-301-008-0000

Address: 4600 West Schubert, Chicago, Illinois

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## EXHIBIT C to Memorandum of Lease

### Legal Description of the Development

#### LANDLORD'S PROPERTY:

LOTS 6 THROUGH 15, BOTH INCLUSIVE, AND THE EAST 25 FEET OF LOT 16, TOGETHER WITH THE STRIP OF LAND LYING BETWEEN LOTS 6 THROUGH 10 AND LOT 11, WHICH WAS SHOWN ON THE PLAT OF S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO AS A PRIVATE ALLEY, BUT WHICH HAS NOW BEEN TERMINATED BY THE OWNERS OF ALL OF THE ABUTTING LOTS BY DECLARATION OF TERMINATION RECORDED AS DOCUMENT 12919799, (EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE (HEREINAFTER REFERRED TO AS LINE "B") DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1.44 FEET WEST OF THE NORTHWEST CORNER OF LOT 6; THENCE SOUTHEASTERLY AT A RADIUS OF 355.06 FEET AN ARC DISTANCE OF 182.95 FEET, MORE OR LESS THEREOF, TO A POINT 2.13 FEET WEST OF THE SOUTHEAST CORNER OF LOT 10, AND EXCEPT THAT PART LYING EAST OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF VACATED KENTON AVENUE 45.89 FEET SOUTH OF THE SOUTHEAST CORNER OF LOT 10; THENCE SOUTH 88 DEGREES 36 MINUTES 42 SECONDS WEST, 62.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 24 MINUTES 22 SECONDS WEST, 152.88 FEET TO A POINT ON SAID LINE "B"), ALL IN BLOCK 3, IN S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

THE NORTH 21.00 FEET OF THAT PART OF PARKER AVENUE, PORTIONS OF WHICH WERE VACATED BY ORDINANCE PASSED DECEMBER 23, 1957 AND RECORDED JANUARY 7, 1958 AS DOCUMENT NUMBER 17104154, LYING SOUTH OF THE EAST 25 FEET OF LOT 16 AND LOTS 10 THROUGH 15, BOTH INCLUSIVE (EXCEPT THAT PART LYING EAST OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF VACATED KENTON AVENUE 45.89 FEET SOUTH OF THE SOUTHEAST CORNER OF LOT 10; THENCE SOUTH 88 DEGREES 36 MINUTES 42 SECONDS WEST, 62.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 24 MINUTES 22 SECONDS WEST, 152.88 FEET TO A POINT ON SAID LINE "B") IN BLOCK 3, IN S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 4600 West Schubert, Chicago, Illinois  
P.I.N.: 27-13-301-008-0000

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## LAND TRUSTEE'S PROPERTY:

LOT 16 (EXCEPTING THEREFROM THE EAST 25 FEET THEREOF), AND LOTS 17 THROUGH 33, INCLUSIVE, AND ALL OF THE EAST AND WEST 15 FOOT ALLEY NOW VACATED LYING SOUTH OF AND ADJOINING LOTS 19 THROUGH 33, INCLUSIVE, IN BLOCK 3 IN S. S. HAYES KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 4645 West Diversey, Chicago, Illinois  
P.I.N.: 13-27-301-005-0000 and 13-27-301-011-0000

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

**UNOFFICIAL COPY****EXHIBIT E  
to Memorandum of Lease****Legal Description of the Restricted Property****LANDLORD'S PROPERTY:**

LOTS 6 THROUGH 15, BOTH INCLUSIVE, AND THE EAST 25 FEET OF LOT 16, TOGETHER WITH THE STRIP OF LAND LYING BETWEEN LOTS 6 THROUGH 10 AND LOT 11, WHICH WAS SHOWN ON THE PLAT OF S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO AS A PRIVATE ALLEY, BUT WHICH HAS NOW BEEN TERMINATED BY THE OWNERS OF ALL OF THE ABUTTING LOTS BY DECLARATION OF TERMINATION RECORDED AS DOCUMENT 12919799, (EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE (HEREINAFTER REFERRED TO AS LINE "B") DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1.44 FEET WEST OF THE NORTHWEST CORNER OF LOT 6; THENCE SOUTHEASTERLY AT A RADIUS OF 355.06 FEET AN ARC DISTANCE OF 182.95 FEET, MORE OR LESS THEREOF, TO A POINT 2.13 FEET WEST OF THE SOUTHEAST CORNER OF LOT 10, AND EXCEPT THAT PART LYING EAST OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF VACATED KENTON AVENUE 45.89 FEET SOUTH OF THE SOUTHEAST CORNER OF LOT 10; THENCE SOUTH 88 DEGREES 36 MINUTES 42 SECONDS WEST, 62.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 24 MINUTES 22 SECONDS WEST, 152.88 FEET TO A POINT ON SAID LINE "B"), ALL IN BLOCK 3, IN S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

THE NORTH 21.00 FEET OF THAT PART OF PARKER AVENUE, PORTIONS OF WHICH WERE VACATED BY ORDINANCE PASSED DECEMBER 23, 1957 AND RECORDED JANUARY 7, 1958 AS DOCUMENT NUMBER 17104154, LYING SOUTH OF THE EAST 25 FEET OF LOT 16 AND LOTS 10 THROUGH 15, BOTH INCLUSIVE (EXCEPT THAT PART LYING EAST OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF VACATED KENTON AVENUE 45.89 FEET SOUTH OF THE SOUTHEAST CORNER OF LOT 10; THENCE SOUTH 88 DEGREES 36 MINUTES 42 SECONDS WEST, 62.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 24 MINUTES 22 SECONDS WEST, 152.88 FEET TO A POINT ON SAID LINE "B") IN BLOCK 3, IN S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPT FOR:

THAT PART OF LOTS 7, 8, 9, 10 AND THAT PART OF THE STRIP OF LAND BETWEEN LOTS 6 TO 10 BOTH INCLUSIVE AND LOT 11 WHICH WAS SHOWN ON THE PLAT OF S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO AS A 15 FOOT PRIVATE ALLEY BUT WHICH HAS NOW BEEN TERMINATED BY THE OWNERS OF ALL OF THE ABUTTING LOTS BY DECLARATION OF TERMINATION RECORDED AS DOCUMENT NUMBER 12919799, (EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE HEREAFTER REFERRED TO AS LINE "B", DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1.44 FEET WEST OF THE NORTHWEST

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CORNER OF LOT 6, THENCE SOUTHEASTERLY AT A RADIUS OF 355.06 FEET, AN ARC DISTANCE OF 182.95 FEET MORE OR LESS THEREOF TO A POINT 2.13 FEET WEST OF THE SOUTHEAST CORNER OF LOT 10); ALSO PART OF LOTS 11, 12, 13 AND 14 ALL IN BLOCK 3 IN S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF VACATED WEST PARKER AVENUE VACATED BY ORDINANCE PASSED DECEMBER 23, 1957 AND RECORDED JANUARY 7, 1958 AS DOCUMENT NUMBER 17104154, ALSO PART OF WEST PARKER AVENUE AS SHOWN ON S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO AS GROVELAND AVENUE (100' WIDE), DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 10 IN BLOCK 3, THENCE SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST ALONG AN ASSUMED BEARING, BEING THE SOUTH LINE OF SAID LOT 10 IN BLOCK 3, ALSO BEING THE NORTH LINE OF VACATED WEST PARKER AVENUE 61.60 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 24 MINUTES 22 SECONDS EAST 1.09 FEET; THENCE SOUTH 88 DEGREES 35 MINUTES 38 SECONDS WEST 204.50 FEET; THENCE NORTH 01 DEGREES 24 MINUTES 22 SECONDS WEST 104.06 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 38 SECONDS EAST 51.83 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 22 SECONDS EAST 8.73 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 38 SECONDS EAST 113.17 FEET; THENCE NORTH 01 DEGREES 24 MINUTES 22 SECONDS WEST 24.67 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 38 SECONDS EAST 29.45 FEET TO A POINT ON SAID LINE "B"; THENCE SOUTHEASTERLY 15.56 FEET ALONG SAID LINE "B" BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 355.06 FEET AND WHOSE CHORD BEARS SOUTH 41 DEGREES 38 MINUTES 57 SECONDS EAST 15.55 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 22 SECONDS EAST NON-TANGENT TO THE LAST DESCRIBED COURSE 107.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 4600 West Schubert, Chicago, Illinois  
P.I.N.: 27-13-301-008-0000

### LAND TRUSTEE'S PROPERTY:

LOT 16 (EXCEPTING THEREFROM THE EAST 25 FEET THEREOF), AND LOTS 17 THROUGH 33, INCLUSIVE, AND ALL OF THE EAST AND WEST 15 FOOT ALLEY NOW VACATED LYING SOUTH OF AND ADJOINING LOTS 19 THROUGH 33, INCLUSIVE, IN BLOCK 3 IN S.S. HAYES KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 4645 West Diversey, Chicago, Illinois  
P.I.N.: 13-27-301-005-0000 and 13-27-301-011-0000



**UNOFFICIAL COPY****RESIDENTIAL PROPERTY****PARCEL 1**

LOTS 9 TO 23, INCLUSIVE AND THE EAST 19 FEET IN WIDTH OF LOT 24 IN THORGERSEN AND ERICKSEN'S SUBDIVISION OF LOTS 1 TO 15 AND 26 TO 33 ALL INCLUSIVE AND PRIVATE ALLEY IN BLOCK 6 IN SAMUEL S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

**ALSO**

THAT PART OF THE EAST AND WEST 16 FOOT ALLEY, NOW VACATED, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 9 TO 16, BOTH INCLUSIVE AND NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 17, TO 24, BOTH INCLUSIVE AND LYING EAST OF A LINE 16 FEET EAST OF AND PARALLEL TO THE WEST LINE OF LOT 24 PRODUCED NORTH 16 FEET IN THORGERSEN AND ERICKSEN'S SUBDIVISION AFORESAID.

**ALSO**

THE WEST 30 FEET IN WIDTH OF THAT PART OF KENTON AVENUE IN THE CITY OF CHICAGO, NOW VACATED, LYING EAST OF AND ADJOINING THE EAST LINE OF BLOCK 6 AFORESAID LYING NORTH OF THE SOUTH LINE OF LOT 17 IN SAID BLOCK PRODUCED EAST 30 FEET AND LYING SOUTH OF THE NORTH LINE OF LOT 16 IN SAID BLOCK PRODUCED EAST 30 FEET IN THORGERSEN AND ERICKSEN'S SUBDIVISION AFORESAID

**ALSO**

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 6 ABOVE REFERRED TO RUNNING THENCE NORTH 18 FEET; THENCE EAST 30 FEET; THENCE SOUTH 18 FEET; THENCE WEST 30 FEET TO THE POINT OF BEGINNING AND ALSO BEING AT THE SOUTHEAST CORNER OF SAID BLOCK 6 ABOVE REFERRED TO RUNNING THENCE EAST 30 FEET; THENCE SOUTH 33 FEET; THENCE IN A STRAIGHT LINE TO POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2**

ALL THAT PART OF WEST PARKER AVENUE, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 10 TO 13, BOTH INCLUSIVE AND THE SOUTH LINE OF SAID LOT 10 PRODUCED WEST 15 FEET IN BLOCK 3 OF S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 9 TO 16, BOTH INCLUSIVE LYING EAST OF AND ADJOINING THE WEST LINE OF SAID LOT 9 PRODUCED NORTH 100 FEET AND LYING WEST OF AND ADJOINING THE EAST LINE OF SAID LOT 16 PRODUCED NORTH 100 FEET IN THORGERSEN AND ERICKSEN'S SUBDIVISION OF LOTS 1 TO 15 INCLUSIVE AND LOTS 26 TO 33 INCLUSIVE AND PRIVATE ALLEY IN BLOCK 6 IN S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO SAID PART OF WEST PARKER AVENUE BEING FURTHER DESCRIBED AS THE EAST 240 FEET MORE OF LESS OF THAT PART OF WEST PARKER AVENUE LYING WEST OF VACATED NORTH KENTON AVENUE, IN COOK COUNTY,



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ILLINOIS, (EXCEPT THE NORTH 21.00 FEET THEREOF) AND (EXCEPT THAT PART LYING EAST OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF VACATED KENTON AVENUE 45.89 FEET SOUTH OF THE SOUTHEAST CORNER OF LOT 10; THENCE SOUTH 86 DEGREES 35 MINUTES 42 SECONDS WEST, 62.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 24 MINUTES 22 SECONDS WEST, 151.14 FEET TO THE POINT OF TERMINUS).

ALSO

THAT PART OF THE WEST 30 FEET OF NORTH KENTON AVENUE NOW VACATED LYING EAST OF AND ADJOINING LOTS 1 THROUGH 10 INCLUSIVE AND EAST OF AND ADJOINING THE EAST LINE OF BLOCK 3 PRODUCED 100 FEET SOUTH, ALL LYING SOUTH OF THE SOUTH LINE OF DIVERSEY AVENUE AND NORTH OF THE SOUTH LINE OF PARKER AVENUE PRODUCED EAST 30 FEET (EXCEPT THE SOUTH 18 FEET THEREOF) IN BLOCK 3 IN S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID VACATED NORTH KENTON AVENUE 18.00 FEET NORTH OF THE SOUTH LINE OF SAID PARKER AVENUE; THENCE NORTH 02 DEGREES 00 MINUTES 41 SECONDS WEST, ALONG SAID WEST LINE, 36.12 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 42 SECONDS EAST, 30.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 30 FEET OF SAID NORTH KENTON AVENUE NOW VACATED; THENCE SOUTH 02 DEGREES 00 MINUTES 41 SECONDS EAST, ALONG SAID EAST LINE, 36.09 FEET TO A POINT ON THE NORTH LINE OF SAID 18 FEET OF SAID PART OF THE WEST 30 FEET OF NORTH KENTON AVENUE NOW VACATED; THENCE SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST, ALONG SAID NORTH LINE, 30.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 4600 West Schubert, Chicago, Illinois  
P.I.N.: 27-13-305-010-0000 and 27-13-301-008-0000

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## EXHIBIT F to Memorandum of Lease

### Use Restrictions

- (1) Any use which is a public or private nuisance.
- (2) Any use which produces noise or sound that is objectionable due to intermittence, high frequency, shrillness or loudness.
- (3) Any use which produces obnoxious odors.
- (4) Any use which produces noxious, toxic, caustic or corrosive fuel or gas.
- (5) Any use which produces dust, dirt or fly ash in excessive quantities.
- (6) Any use which produces fire, explosion or other damaging or dangerous hazard (including the storage, display or sale of explosives or fireworks).
- (7) Any warehouse or storage facility.
- (8) Any assembling, manufacturing, industrial, distilling, refining, smelting, agriculture or mining operation.
- (9) Any establishment selling or exhibiting pornographic materials.
- (10) A massage parlor, or the business of "adult" materials, including, without limitation, magazines, books, movies, videos, and photographs.
- (11) Any mortuary, funeral home, crematorium or similar facility.
- (12) Any movie theater, skating rink, bingo parlor, bowling alley, game room, pool or billiard parlor or room, game arcade or amusement center.
- (13) Pawn shops.
- (14) Any flea market.
- (15) Any carnival, amusement park or circus.
- (16) Off-track betting sites.
- (17) Any banquet hall, auditorium or other place of public assembly.
- (18) Any training or educational facility (including, but not limited to, a beauty school, barber college, reading room, school or other facility catering primarily to students or trainees rather than customers), unless Tenant approves such use and the number of parking spaces allocated for such use.
- (19) Any oil lube center, tire store or car wash.

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**EXHIBIT G  
to Memorandum of Lease**

**Tenant's Sign Panel**

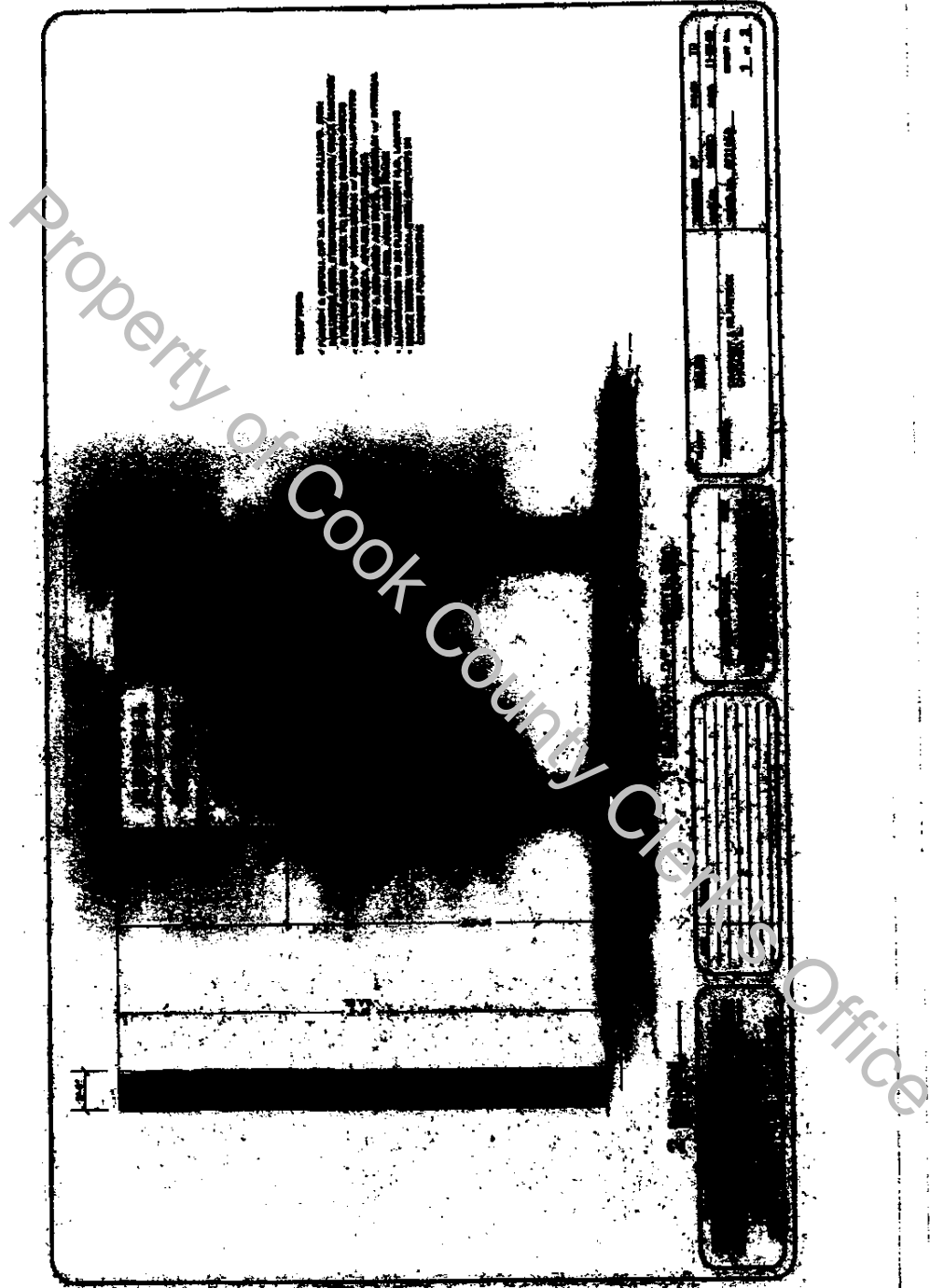
See Attached Two Pages

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

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