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Doc#. 1904249228 Fee: \$54.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 02/11/2019 10:38 AM Pg: 1 of 4

This Instrument prepared by: T. Larry Ledbetter, Attorney AutoZone Parts, Inc. c/o AutoZone, Inc. 123 S. Front St. Memphis, TN 38103–3618

Recording requested by, and after recording, return to: First American Attention: Equity Recording 4795 Regent Blvo., \$\frac{1}{2}10-E Irving, TX 75063

The space above is reserved for use by the office recording this document

THIS AMENDED SHORT FORM LEASE AMENDS
THAT CERTAIN SHORT FORM LEASE RECORDED
ON JULY 16, 2009 AS DOCUMENT #2019744027 IN
THE OFFICE OF THE RECORDER OF DEEDS OF
COOK COUNTY, ILLINOIS

AZ#4407-02-01 Oak Lawn, IL

PIN: 24-15-107-001-0000, 24-15-107-002-0000, 24-15-107-003-0000, 24-15-107-004-0000, 24-15-107-005-0000, 24-15-107-006-0000, 24-15-107-007-0000, 24-15-107-008-0000, 24-15-107-009-0000, 24-15-107-010-0000, 24-15-107-011-0000, 24-15-107-012-0000

AMENDED SHORT FORM LEASE

THIS AMENDED SHORT FORM LEASE is made as of January 3, 2019 between First Midwest Bank, as successor Trustee to Standard Bank and Trust Co., not personally, but solely as Trustee under Trust Agreement dated August 1, 2016 and known as Trust No. 22161 (hereinafter "Landlord"), successor in interest to The Chicago Trust Company, N.A., Successor Trustee to Suburban Bank and Trust, under Trust Agreement dated June 27, 2002 and known as Trust No. 74-5223 (dba Gofis Property 10401), and AutoZone Parts, Inc., a Nevada corporation [resulting entity after conversion from AutoZone Parts LLC, a Nevada limited liability company] (hereinafter "Tenant"), transfered of AutoZone Investment Corporation, a Nevada corporation, assignee of AutoZone Development LLC, a Nevada limited liability company [surviving entity after merger with AutoZone Development Corporation, a Nevada corporation].

WITNESSETH:

For and in consideration of One Dollar (\$1.00) and other valuable consideration paid and to be paid by Tenant to Landlord, Landlord does demise and lease unto Tenant and Tenant does lease and take from Landlord upon the terms and conditions and subject to the limitations more particularly set forth in a certain First Amendment to Shopping Center Lease (hereinafter "Amendment") between Landlord and Tenant, bearing even date herewith, to which Amendment and the Shopping Center Lease amended thereby (collectively hereinafter "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 approximately 8,003 square foot premises located in the Village of Oak Lawn, County of Cook, State of Illinois, being more particularly described in the Lease (the "Demised Premises"), and being municipally

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known as 10401-B South Cicero Avenue, Oak Lawn, Illinois, together with certain rights in the Common Areas thereof. Said Demised Premises is a part of the following described lands:

PIN: 24-15-107-001-0000, 24-15-107-002-0000, 24-15-107-003-0000,

24-15-107-004-0000, 24-15-107-005-0000, 24-15-107-006-0000, 24-15-107-007-0000, 24-15-107-008-0000, 24-15-107-010-0000, 24-15-107-011-0000, 24-15-107-012-0000

LOTS 1 TO 12 INCLUSIVE IN BLOCK 5 IN CICERO GARDENS, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

TO HAVE AND TO HOLD the above described Demised Premises unto the Tenant for a term ending on June 30, 2029, unless sooner terminated or extended as provided for in the Lease.

UNDER THE LEASE, there remain available to Tenant four (4) separate options for Tenant to further extend the Term of the Lease for four (4) separate consecutive additional Extension Periods of five (5) years each, which options are exercisable by Tenant as set forth in the Lease.

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

LANDLORD: **TENANT:** First Midwest Bank, as successor Trustee to AutoZone Parts, Inc., Standard Bank and Trust Co., not personally, 7 Nevada corporation but solely as Trustee under Trust Agreement dated August 1, 2016 and known as Trust No. 22161 Name: Vice President <u>Susan J. Zele</u>k Title: Name: Authorized Signer Name: RAYMOND A. POHLMAN Vice President, Government Title: & Community Relations **EXCULPATOR** SEATTACHED HERE TO AND MARKET PART HERE OF

EXCULPATORY CLAUSE ATTACHED HERE TO AND MADE A PART HERE OF

APPROVED FOR EXECUTION

AutoZone # 4401

1904249228 Page: 3 of 4

UNOFFICIAL COPY RIDER ATTACHED TO AND MADE A PART OF

DER ATTACHED TO AND MADE A PART OF AMENDED SHORT FORM LEASE DATED January 8, 2019

This lease is executed by FIRST MIDWEST BANK, as Successor Trustee to Standard Bank and Trust Company not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated and known as Trust No. 22161 at FIRST MIDWEST BANK, as Successor Trustee to Standard Bank and Trust Company, to all provisions of which Trust Agreement this lease is expressly made subject. It is expressly understood and agreed that nothing herein shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of sery sort, if any, is hereby expressly waived by said Lessee, and by every person now or hereafter claiming any right or security hereunder; and that so far as the said Trustee is concerned by the owner of any indebted less or liability accruing hereunder shall look solely to the premises hereby leased for the payment thereof. It is curther understood and agreed that the said Trustee merely holds naked and legal title to the property herein described and has no control over, and under this lease, assumes no responsibility for, (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property, (3) the collection of rents or the rental of such property, or, (4) the conduct of any business which is Soot Collusia carried on upon such premises.

FIRST AMERICAN ELS ASSIGNMENT OF LEASE

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STATE OF TENNESSEE COUNTY OF SHELBY

The foregoing instrument was acknowledged before me this January 8, 2019 by Timothy J. Goddard as Vice President and Raymond A. Pohlman as Vice President of AutoZone Parts, Inc., a Nevada corporation, on behalf of the corporation.

Low Smith		LORI SMITH
Lori Smith	_ _, Notary Public	STATE OF
(Printed Name)	_, Notary Fublic	(TENNESSEE NOTARY
My Commission Expires: 11/21/2021		OF PUBLIC PUBLIC
STATE OF ILLINOIS COUNTY OF		•
The foregoing instrument was acknown as a successor Trustee to Standard Bank and Trust Agreement dated August 1, 2016 and known as	st Co., not persona	me this January 2019 by \ of First Midwest Bank as ally, but solely as Trustee under Trust
Hours Rondogue	Ġ	C
AGNES KORDACZKA (Printed Name) My Commission Expires: 8-21-21	_, Notary Public	OFFICIAL SEAL AGNES KORDACZKA NOTARY FUDLIC - STATE OF ILLINOIS MY COMMISSION SXPIRES:08/21/21