

85-318913

LESSOR

By TRAK AUTO EAST CORPORATION
 President

By AST Secretary
 LESSOR

(Name) WILLIAM H. DILLON
 (Title) TRUSTEE

(Name) WILLIAM H. DILLON
 (Title) TRUSTEE

LASALLE NATIONAL BANK, not in its individual capacity, but solely as Trustee under the provisions of a Trust Agreement dated May 1, 1984 and known as Trust No. 107983.

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

Under date of 04/19/85, the provisions of a Trust Agreement dated May 1, 1984 and known as Trust No. 107983, LASALLE NATIONAL BANK, not in its individual capacity, but solely as Trustee under the provisions of a Trust Agreement dated May 1, 1984 and known as Trust No. 107983, entered into a Lease which provides among other things, that for and in consideration of the rental therein reserved and upon the terms, conditions, covenants and provisions set forth at length therein, the Lessor leases, lets and demises under the Lease and the Lessee does take, accept, and rent from the Lessor for the term set forth in such Lease those certain premises situated in the City of Philadelphia, State of Pennsylvania, and more particularly described in Schedule A attached hereto and made a part hereof and shown on a Plot Plan attached to and made a part of said Schedule A, together with all easements, rights, and appurtenances in connection therewith or thereto belonging. The above recited Lease is made upon the terms, conditions, covenants and provisions set forth at length therein, each and a part of which terms, conditions, covenants and provisions are hereby incorporated herein with the same force and effect as if set out at length herein.

MEMORANDUM OF LEASE

PERMANENT PARCEL #23-11-201-003
 85-318913

3901 Panny Drive
 Ardmore, Maryland 20738

Recorded at the request of
 Trak Auto East Corporation, and
 to be mailed after recording to
 TRAK AUTO CORPORATION
 Attn: Legal Department

For Recorder's Use

#351

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SCHEDULE A

Attached to and forming a part of that certain Indenture of Lease and Memorandum of Lease executed under date of ~~July 1, 1984~~ by and between ~~HICKORY HILLS CENTER VENTURE, an Illinois Limited Partnership,~~ LASALLE NATIONAL BANK,* as Lessor, and TRAK AUTO EAST CORPORATION, as Lessee.

DESCRIPTION OF PROPERTY

1. **LESSOR'S PROPERTY.** The demised premises are a portion of Lessor's entire property, situated in the City of Hickory Hills, County of Cook, State of Illinois, and now commonly known as a portion of a shopping center, located at the intersection of 95th Street. Such property, herein referred to as "Lessor's Property", means the entire property within the outer property limits shown on the Plot Plan initialed by the parties hereto, dated ~~July 1, 1984~~, attached hereto and made a part hereof. The legal description of Lessor's Property is set forth in Section 6 of this Schedule A.

2. **BUILDING.** Lessor's Property provides a site for a store building in the location designated "Trak Auto" on the said Plot Plan attached. Such building is now thereon, or is to be erected pursuant to Schedule B hereto by Lessor for Lessee, containing 6,000 square feet and having inside dimensions of approximately 50' x 120'. Said building site, building, improvements, and appurtenances, and fixtures and equipment owned by the Lessor, now or hereafter located thereon are collectively referred to in this Lease as the "premises" or "demised premises."

3. **PARKING.** Lessee, its agents, employees, patrons and invitees, in common with Lessor and all other tenants of portions of Lessor's Property and their respective agents, employees, patrons, and invitees shall have and are hereby granted, during the entire term of this Lease and any extension thereof, the free, uninterrupted, and non-exclusive use of the sidewalks, malls, roadways, parking area, and all other common areas, which use by all users shall be for the purposes of ingress, egress, service, utilities, and parking, and which parking area shall consist of not less than 4,000 standard automobile spaces, located as shown on the said Plot Plan attached. It is specifically understood and agreed that Lessee shall have no obligation or liability whatsoever in connection with the ownership, maintenance, or management of the sidewalks, malls, roadways, parking area, or other common areas involved, and that Lessor shall manage, operate, and maintain all such common areas, or cause the same to be done on its behalf, at no additional cost to Lessee, subject to Article XIX of the Lease.

4. **PLOT PLAN.** It is understood and agreed that no changes from that shown on the Plot Plan attached shall be made to the building area and/or the parking and other common area of Lessor's Property and no buildings or building-type structures may be built ~~within~~ within the building areas or areas for building designated thereon, except by written amendment to this Lease, duly executed by the parties hereto. Lessor must take reasonable precautions to prohibit commuters and office help from parking on the common areas of Lessor's Property and Lessee may, if it deems such action necessary, have any such offending vehicles towed from the common areas of Lessor's Property.

5. **CONVENANTS.** All of the covenants of the Lessor contained in this Lease shall be covenants running with the land pursuant to applicable law. It is expressly agreed that each covenant to do or refrain from doing some act on the Lessor's Property or any part thereof (a) is for the benefit of the demised premises and each person having any leasehold interest therein derived through the Lessor, and (b) shall be binding upon each successive owner, during his ownership, of any portion of the land affected thereby and each person having any interest therein derived through any owner of the land affected hereby.

6. LEGAL DESCRIPTION OF LESSOR'S PROPERTY:

(SEE ATTACHED SCHEDULE A-1)

*not in its individual capacity, but solely as Trustee under the provisions of a Trust Agreement dated May 1, 1984 and known as Trust No. 107983.

Palos Square
and Robert Road and known as the Hickory ~~Shopping~~ Shopping Center.

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RIDER ATTACHED TO AND MADE A PART OF Memorandum of LEASE DATED July 17, 1985

This Lease is executed by LA SALLE NATIONAL BANK, 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 May 1, 1984 and known as Trust No. 107983 at LA SALLE NATIONAL BANK, to all provisions of which Trust Agreement this Lease is expressly made subject. It is expressly understood and agreed that nothing herein or in said lease contained 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 every 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 said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the premises hereby leased for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said Trustee 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 rentals of such property, or (4) the conduct of any business which is conducted on or from such property.

-85-318913

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 00°00'47" WEST ALONG THE EAST LINE OF SAID SECTION 11 A DISTANCE OF 1,322.29 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 89°39'08" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11 A DISTANCE OF 50.0 FEET TO A POINT ON THE WEST LINE OF A PUBLIC ROADWAY HERETOFORE DEDICATED AS ROBERTS ROAD ACCORDING TO DOCUMENT NO. 21384638, SAID POINT BEING ALSO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 89°39'08" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11 A DISTANCE OF 332.00 FEET; THENCE NORTH 48°32'24" WEST 466.00 FEET; THENCE SOUTH 69°10'36" WEST 87.00 FEET; THENCE NORTH 20°49'24" WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE 246.00 FEET; THENCE NORTH 10°18'47" EAST 785.00 FEET TO A POINT ON THE SOUTH LINE OF A PUBLIC ROADWAY HERETOFORE DEDICATED AS 95TH STREET ACCORDING TO DOCUMENT NOS. 12397978 AND 12698530; THENCE SOUTH 89°42'24" EAST ALONG THE SOUTH LINE OF SAID ROADWAY 660.00 FEET TO A POINT OF CURVATURE; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.0 FEET, HAVING A CHORD BEARING OF SOUTH 44°50'48" EAST FOR A DISTANCE OF 78.30 FEET TO A POINT OF TANGENCY ON THE WESTERLY LINE OF SAID ROBERTS ROAD, ACCORDING TO DOCUMENT NO. 21384638; THENCE SOUTH 00°00'47" WEST ALONG SAID WESTERLY LINE OF ROBERTS ROAD A DISTANCE OF 1,229.48 FEET TO THE PLACE OF BEGINNING; SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 21.126 ACRES, MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

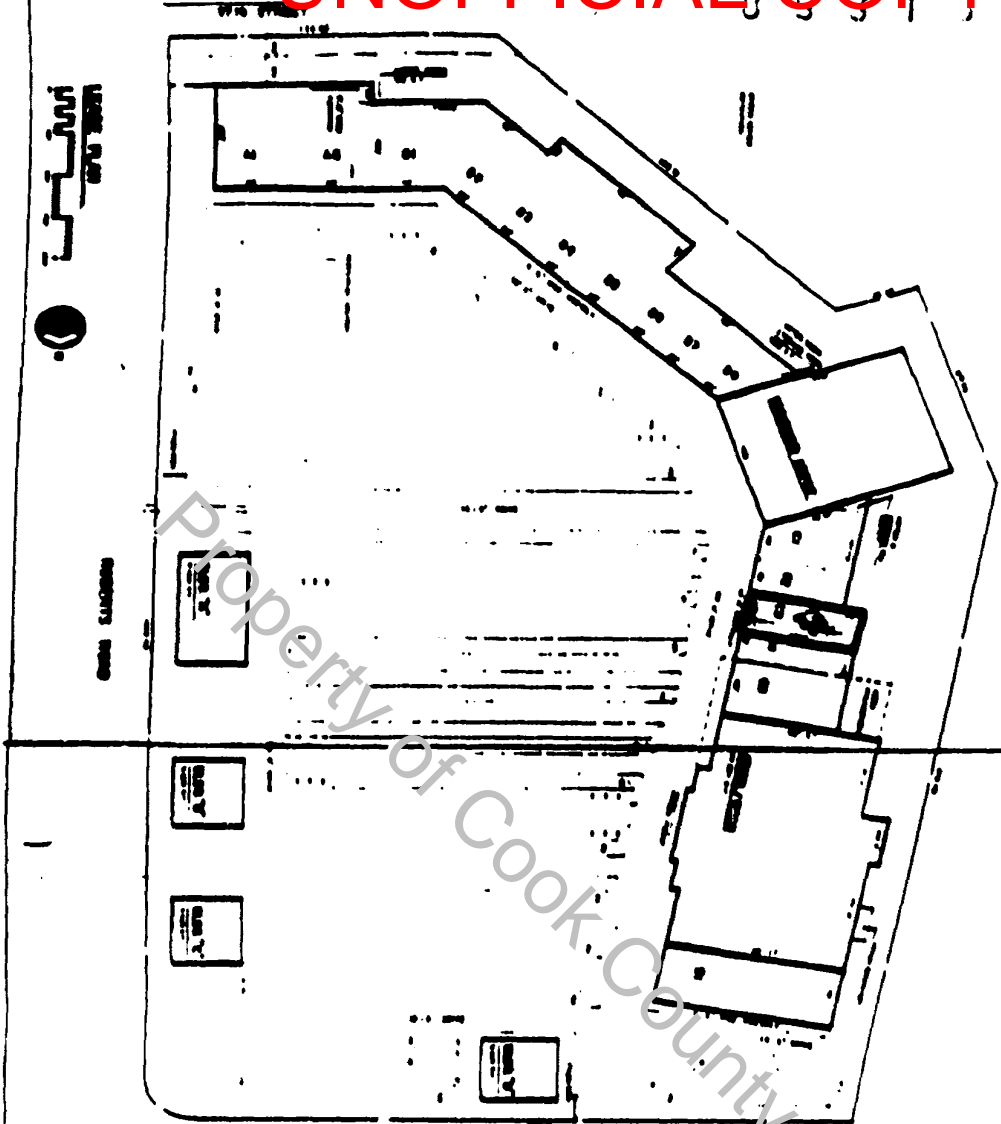
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COMMON SALOON

9th STREET

-65-318913

PROPOSED COMMERCIAL DEVELOPMENT
 PROPERTY NO. 115
 11500 S. 9TH STREET
 CHICAGO, ILL. 60658

THE APPLICANT
 NAME: [illegible]
 ADDRESS: [illegible]
 CITY: [illegible]
 STATE: [illegible]

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notary03/leasefile
07/22/85

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGES) SS.

On this 17th day of July, 1985, before me, LaVerne Origlio a Notary Public in and for said county and state, personally appeared Ben Kovalsky known to me to be the President and Ronald M. Hirschel known to me to be the Assistant Secretary of Trak Auto East Corporation, the corporation that executed the within instrument, known to me to be the persons who executed the within instruments, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

LaVerne R Origlio
Notary Public in and for said
County and State

MY COMMISSION EXPIRES JULY 1, 1988

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11/11/2024

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STATE OF IL)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James A. Clark, Asst. V.P. President of LA SALLE NATIONAL BANK, a national banking association, and William H. Dillon, Asst. Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Asst. V.P. President and Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Asst. Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of OCT, 1985.

Alicia Yanez
Notary Public

My Commission Expires August 9, 1989

My Commission Expires:

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