

UNOFFICIAL COPY

AMENDED AND RESTATED
MEMORANDUM OF LEASE

86059727

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE is made as of the 31st day of December, 1984, by and among The Cosmopolitan National Bank of Chicago, not individually, but as Trustee under a Trust Agreement dated June 2, 1978 and known as Trust Number 24168 ("Trustee"), The Kerry Corporation, Agent for the Beneficiaries of Trust Number 24168 ("Kerry") and 4L Joint Venture ("Lessee").

RECITALS

1. Kerry and Lessee as of January 13, 1984 entered into a Lease (the "Lease") of the Premises commonly known as the southwest corner of Wells Street and Erie Street, Chicago, Illinois, and legally described as Lot 3, 4, 5, 6, 7 and 8 in Block 15 in Newberry Addition to Chicago in the East 1/2 of the West 1/2 of the North East 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

2. The Lease sets forth the names of Kerry and Lessee as set forth above. Trustee hereby ratifies the execution of the Lease and agrees to be bound by the terms and provisions of the Lease. In the Lease and in this Memorandum the term "Lessor" shall hereafter include both Kerry and Trustee. The original term of the Lease is for a period beginning on February 1, 1984 and ending on January 31, 1994.

3. Lessee has the right to extend the term of the Lease for one period of five years. The maximum date to which Lessee may extend the Lease is January 31, 1999.

4. The Lease provides that:

Lessee shall at all times protect and save harmless Lessor and the Leased Premises from all liens, claims or charges attaching thereon during the term of the Lease in favor of mechanics, materialmen, contractors or subcontractors or any other person or persons who, under and by virtue of the act of the legislature commonly known as the Mechanic's Lien Act, or any other similar act hereinafter in force, could or might have any claims against the Leased Premises arising out of any contracts made or knowingly permitted by Lessee for Lessee's work or in the making of future repairs or alterations, and agrees to bond against or discharge any mechanic's or materialmen's lien within twenty (20) days after written request therefor by Lessor. Lessee shall reimburse Lessor for any and all costs and expenses which may be incurred by Lessor by reason of the filing of any such liens and/or the removal of same, such reimbursement to be made within a ten (10) day period. Failure to pay such reimbursement shall carry with it the same consequences as failure to pay any installment of rental.

It is further agreed and understood that no person furnishing any labor or material or services for making repairs, improvements, additions, alterations, or replacements at any time upon the Leased premises shall have a lien upon the Lessor's interest therein; that any and all liens upon Lessee's estate and interest in the Leased Premises shall be subject to the terms and provisions of the Lease.

Prior to the letting of any contracts or the commencement of any work in furtherance thereof, or otherwise, Lessee shall advise Lessor in writing of the names and addresses of all persons and/or companies with whom Lessee has or intends to contract directly for the performance of any work or the furnishing of any material or services to the Leased Premises and shall join with Lessor, if Lessor shall so elect, in the giving of written notice to said persons of the provisions hereof.

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5. The Lease provides that Lessee shall subordinate its interest in the Lease and the leasehold estate thereby created, to any mortgage, trust deed or other encumbrance now in existence or which may hereafter be placed on the Leased Premises, provided that such mortgage or mortgages, trust deed or trust deeds, or encumbrances, or the respective holder or holders thereof in writing and in recordable form, shall assure to Lessee and its successors, that as long as Lessee shall not be in default in the performance of the covenants of the Lease and shall pay the rent reserved as required therein, that Lessee's use and possession of the Leased Premises and Lessee's rights and privileges under the Lease, or any extensions or renewals thereof as provided therein, shall not be diminished or interfered with and the Lease shall remain in full force and effect and Lessee shall have the right to freely, peaceably and quietly occupy and enjoy the full possession and use of the Leased Premises pursuant to the terms of the Lease.

6. This Amended and Restated Memorandum of Lease is executed by the parties hereto and recorded for the purpose of making the ratification of the Lease by the Trustee a matter of record.

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Memorandum of Lease to be duly executed as of the day and year first above written.

FOR THE EXCULPATORY PROVISION OF THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, SEE RIDER ATTACHED ON THE REVERSE SIDE HEREOF, WHICH IS EXPRESSLY INCORPORATED HEREIN AND MADE A PART HEREOF.

LESSOR:

The Cosmopolitan National Bank of Chicago, not individually, but as Trustee under Trust Agreement dated June 2, 1978, known as Trust Number 24168

By: [Signature]
Its: Vice President

Attest: [Signature]
Its: Assistant Trust Officer ~~Secretary~~

The Kerry Corporation, Agent for the Beneficiaries of Cosmopolitan National Bank of Chicago as Trustee under Trust No. 24168

By: [Signature]
Its: President

Attest: [Signature]
Its: ~~Secretary~~

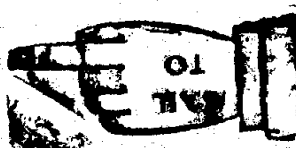
LESSEE:

4L Joint Venture

By: [Signature]
Charles L. Haskell, Joint Venturer

This Instrument was prepared by and should be returned to:

Claire E. Pensyl
Adams, Fox, Adelstein & Rosen
208 South LaSalle Street
Suite 550
Chicago, Illinois 60604



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This Lease is executed by The Cosmopolitan National Bank of Chicago, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon it and vested in it as such Trustee and under the express direction of the beneficiaries under a certain Trust Agreement dated June 2nd, 1978 and known as Trust Number 24168 at The Cosmopolitan National Bank of Chicago, for all provisions to which 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 the Trustee of every sort, if any, is hereby expressly waived by said Lease and by every person now or hereafter claiming any right or security hereunder; and that so far as the said parties herein are 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 the said Trustee merely holds legal title to the property herein described and has no control over or under this Lease, and under this Lease assumes no responsibility for (1) warranties, (2) the construction of the Trust premises, (3) the management or control of such property, (4) the upkeep, inspection, maintenance or repair of such property, (5) the collection of rents or deposits, security or otherwise, or the rental of such property, or (6) the conduct of any business which is carried on upon such premises.

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Memorandum of Lease to be duly executed on this day and year first above written.

BY THE TRUSTEE, THE PARTIES HERETO HAVE CAUSED THIS AMENDED AND RESTATED MEMORANDUM OF LEASE TO BE DULY EXECUTED ON THIS DAY AND YEAR FIRST ABOVE WRITTEN.

WITNESSED BY ME, Notary Public in and for the State of Illinois, on this _____ day of _____, 1978.

This Lease is executed by The Cosmopolitan National Bank of Chicago, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon it and vested in it as such Trustee and under the express direction of the beneficiaries under a certain Trust Agreement dated June 2nd, 1978 and known as Trust Number 24168 at The Cosmopolitan National Bank of Chicago, for all provisions to which 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 the Trustee of every sort, if any, is hereby expressly waived by said Lease and by every person now or hereafter claiming any right or security hereunder; and that so far as the said parties herein are 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 the said Trustee merely holds legal title to the property herein described and has no control over or under this Lease, and under this Lease assumes no responsibility for (1) warranties, (2) the construction of the Trust premises, (3) the management or control of such property, (4) the upkeep, inspection, maintenance or repair of such property, (5) the collection of rents or deposits, security or otherwise, or the rental of such property, or (6) the conduct of any business which is carried on upon such premises.

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Property of Cook County

UNOFFICIAL COPY

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles L. Haskell, a joint venturer of 4L Joint Venture, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of the Joint Venture, for the purposes therein set forth.

Given under my hand and official seal, this 27th day of December, 1988.

Susan J. Wibert
Notary Public

Commission expires: 2/23/88

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that PETER M. KELLNER, personally known to me to be the President of The Kerry Corporation, an Illinois corporation, and RAYMOND R. HAUSTEIN, personally known to me to be the Secretary 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 President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, 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 and voluntary act, 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 30th day of December, 1988.

Robert J. Dillman
Notary Public

Commission expires: Aug 31, 1987

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STATE OF ILLINOIS

COUNTY OF COOK

The undersigned, a Notary Public in and for the County of Cook, Illinois, do hereby certify that the within and foregoing instrument, together with the powers and authorities therein expressed, were duly acknowledged before me and my co-notary on this day of _____ 19__.

Given under my hand and official seal, this _____ day of _____ 19__.

Notary Public

Commission expires: _____

STATE OF ILLINOIS

COUNTY OF COOK

The undersigned, a Notary Public in and for the County of Cook, Illinois, do hereby certify that the within and foregoing instrument, together with the powers and authorities therein expressed, were duly acknowledged before me and my co-notary on this day of _____ 19__.

Given under my hand and official seal, this _____ day of _____ 19__.

Notary Public

Commission expires: _____

Property of Cook County Clerk's Office

RECORDED



UNOFFICIAL COPY

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for the said County and State aforesaid, DO HEREBY CERTIFY, that the above-named Vice President and Assistant Trust Officer ~~Secretary~~ of The Cosmopolitan National Bank of Chicago as Trustee under a Trust Agreement dated June 2, 1978 and known as Trust No. 24168 ~~and not personally~~ ^{and not personally} known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Trust Officer ~~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 act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said Assistant Trust Officer ~~Secretary~~ and there acknowledged that said Assistant Trust Officer ~~Secretary~~ as custodian of the corporate seal of said Bank caused the corporate seal of said Bank to be affixed to said instrument as said Assistant Trust Officer ~~Secretary~~ own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 30th day of December, ~~1984~~ 1985.

Harold W. Denisiewicz
Notary public

Commission Expires: October 9th, 1987

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UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

The undersigned, a Notary Public, in and for the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this 14th day of October, 1977.

Given under my hand and official seal, this 14th day of October, 1977.

Notary Public
Commission Expires: October 31, 1977

Property of Cook County Clerk's Office

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