

35A

Recorded at the request of
Trak Auto East Corporation, and
to be mailed after recording to

For Recorder's Use:

TRAK AUTO CORPORATION
Attn: Legal Department
3301 Pennsy Drive
Landover, Maryland 20785



PERMANENT PARCEL #24-05-302-038
#24-05-302-039

MEMORANDUM OF LEASE —

Under date of March 14, 1986..... OAKLAWN PROMENADE, a California
limited partnership,

hereinafter called "Lessor," and TRAK AUTO EAST CORPORATION, a Delaware corporation, hereinafter
called "Lessee," 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 Oaklawn.....
County of Cook..... State of Illinois..... 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 thereunto belonging.

The above referred to Lease is made upon the terms, conditions, covenants and provisions set forth at length
therein, each and all of which terms, conditions, covenants and provisions are hereby incorporated herein with
the same force and effect as if set out at length herein.

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

OAKLAWN PROMENADE, a California limited
partnership

[Signature]

Rosalind Jonas Schurgin, General Partner
(Name
& Title)

(Name
& Title)

LESSOR

TRAK AUTO EAST CORPORATION

By *[Signature]* _____
President

By *[Signature]* _____
Asst. Secretary

LESSEE

Office of Cook County Clerk

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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 March 14, 1986 by and between OAKLAWN PROMENADE, a California limited partnership, 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 Oaklawn, County of Cook, State of Illinois, and now commonly known as a portion of Building No. T-108 of the Oaklawn Promenade Shopping Center. 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 3/14/86, 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 hereof by Lessor for Lessee, containing 6,036 square feet and having inside dimensions of approximately 68' x 88.76'. 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 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 except 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 Lessee, 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 PAGE 1A

¹ located at the intersection of 95th & Ridgeland Avenue

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Parcel 1

Lots 19 through 23 inclusive and Lot 24 (except that part thereof conveyed to Clarence Duckingham by deed dated September 17, 1895 and recorded October 7, 1895 as Document No. 2,200,000 in Book 5532, Page 140) and Lot 27 in Block 1 in Bergman and others Subdivision of the West 3/4 of Block 9 in Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois;

Parcel 2

Lots 28 and 29 in Bergman and others Subdivision of the West 3/4 of Block 9 in Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois;

and

Lots 1 and 2 in Edson's Subdivision of the East 1/2 of Blocks 10 and 13 in the Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Tax Number:	Volume:	Lot:
14-29-404-001	490	19
14-29-404-002		20
14-29-404-003		21
14-29-404-004		22
14-29-404-005		23
14-29-404-006		24 ex part conveyed to Duckingham
14-29-404-007		27
14-29-404-008		28 and 29
14-29-403-003		1 and 2

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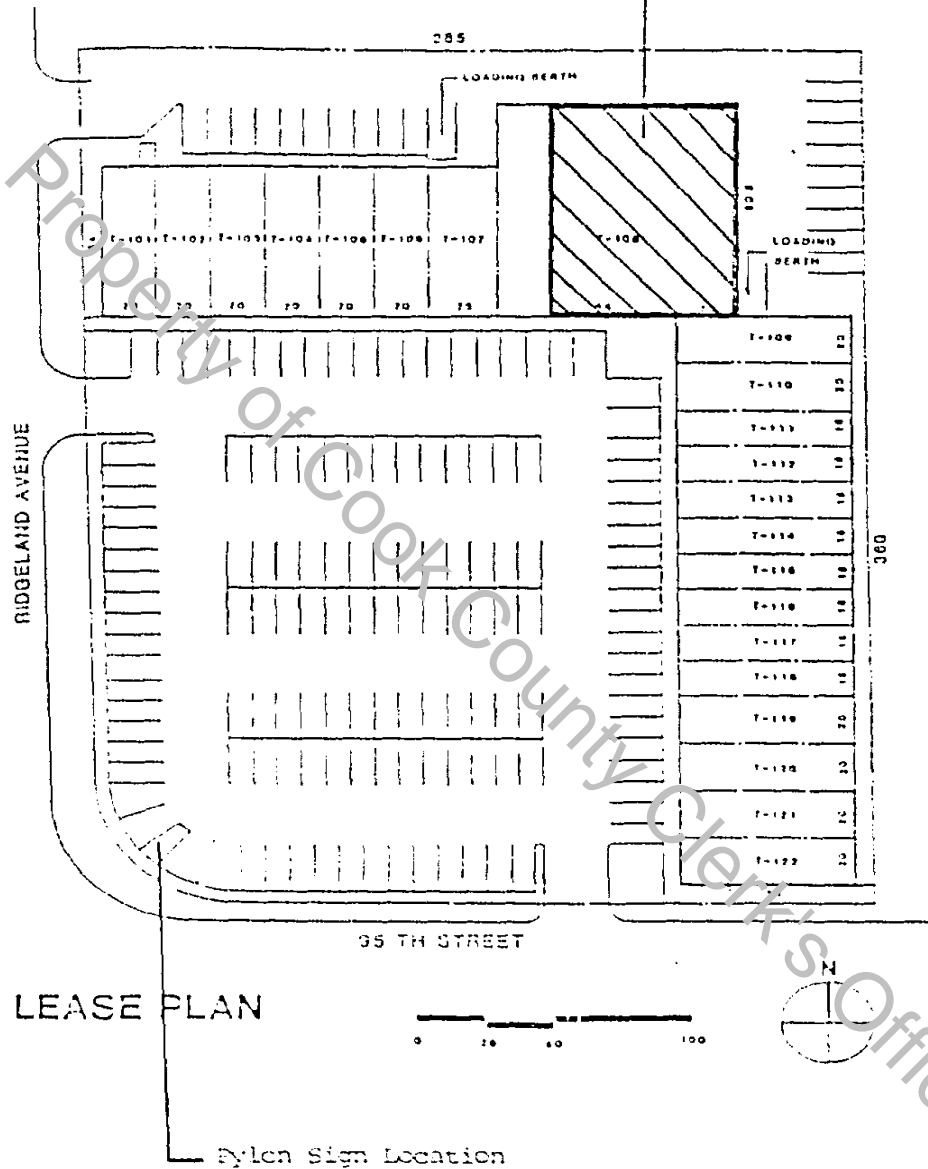
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OAK LAWN PROMENADE

95TH AND RIDGELAND
OAKLAWN, ILLINOIS

Subject Premises:
68' x 88.76' = 6,036 s.f.



LEASE PLAN

Bylen Sign Location

-86-156256

Project Summary

SITE AREA	102000 s.f.
GROSS LEASABLE AREA	32940 s.f.
PARKING SPACES	158

SPACE NO.	AREA (s.f.)	SPACE NO.	AREA (s.f.)
T-101	1280	T-112	140
T-102	1240	T-113	140
T-103	1240	T-114	140
T-104	1280	T-115	140
T-105	1280	T-116	140
T-106	1280	T-117	140
T-107	1800	T-118	1280
T-108	3000	T-119	1240
T-109	1280	T-120	1280
T-110	1280	T-121	1280
T-111	140	T-122	1280

EXHIBIT "A"

3/14/86

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notary01
08/01/84

STATE OF California }
COUNTY OF Los Angeles } SS.

On this 18 day of March, 1986, before me, Carole Diane Stein, a Notary Public in and for said county and state, personally appeared Rosalind Jonas Schurgin known to me to be the

General Partner of the Limited Partnership, I that executed the within instrument, known to me to be the person who executed the within instruments, on behalf of the Limited Partnership herein named, and acknowledged to me that such Limited Partnership 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.



Carole Diane Stein
Notary Public in and for said County and State

STATE OF }
COUNTY OF } SS.

On this ___ day of ___, 19___, before me, _____, a Notary Public in and for said county and state, personally appeared _____ and _____ known to me to be _____ of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership 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.

Notary Public in and for said County and State

STATE OF }
COUNTY OF } SS.

On this ___ day of ___, 19___, before me, _____, a Notary Public in and for said county and state, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

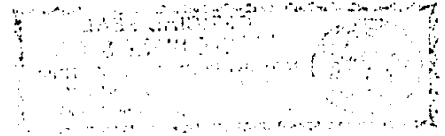
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said County and State

-86-156256

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02/28/2014

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notary03/leasefile
10/03/85

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGES) SS.

On this 25th day of March, 1986, 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, 1986

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