

87473159

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MEMORANDUM OF LEASE

MEMORANDUM OF LEASE, made this 30th day of July, 1987, by and between Harlem-Irving Realty, Inc., LESSOR, and General Finance Corporation of Illinois, LESSEE.

WITNESSETH

WHEREAS, The undersigned Lessor is now the Landlord, and the undersigned Tenant is now the Lessee under that certain Lease Agreement dated July 30, 1987, by and between Harlem-Irving Realty, Inc., LESSOR, and General Finance Corporation of Illinois, LESSEE, and the parties hereto as the present Lessor and present Lessee, respectively, desire by this Agreement to comply with the provisions of said Lease relating to the execution and recordation of a Memorandum of Lease;

NOW, THEREFORE, in consideration of the premises and the mutual agreement of the parties hereto herein contained, the parties hereto acknowledge and agree as follows:

1. That possession of the leased premises was delivered to the Lessee under said Lease on or about February 1, 1988.
2. That the term of said Lease commenced on February 1, 1988, and will terminate on January 31, 1989; there is an option entered for _____ (_____) years.
3. That the leased premises consist of:
4104 North Harlem Avenue, Norridge, IL 60634
4. That the terms, covenants, and conditions of said lease are fully stated and set forth in the original lease aforesaid, a copy of which is in the possession of each of the parties hereto.
5. That said lease is, and shall remain, in full force and effect and the provisions of the originals thereof shall prevail over any inconsistency herewith.

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

ATTEST: _____
[Signature]
 ASST. SECRETARY
 (Witness as to Lessor)

Harlem-Irving Realty, Inc.
 (LESSOR)
 BY: *[Signature]*
 V/PRES

ATTEST: _____
[Signature]
 Howard E. Parker Asst. Secretary

General Finance Corporation of Illinois
 (LESSEE)
 BY: *[Signature]*
 Robert F. Floyd Vice President

STATE OF INDIANA)
) SS: ACKNOWLEDGMENT OF LESSEE
 COUNTY OF VANDERBURGH)

Before me, the undersigned, a Notary Public with and for said County and State on this 30th day of July, 1987, came General Finance Corporation of Illinois, a corporation, by Robert F. Floyd, its Vice President, and by Howard E. Parker, its Assistant Secretary, who as such officers thereunto duly authorized, for and on behalf of said corporation, acknowledged the execution of the foregoing Memorandum of Lease and the affixing thereto of the corporate seal of said corporation to be the voluntary act and deed of said corporation.

Witness my hand and notarial seal.

My Commission Expires: 8-28-89
[Signature]
 Notary Public

STATE OF _____)
) SS: ACKNOWLEDGMENT OF LESSOR (CORPORATION)
 COUNTY OF _____)

Before me, a Notary Public, in and for said county, personally appeared _____, _____ President and _____ Secretary of _____, the corporation which executed the foregoing instrument; that they did sign said instrument as such _____ President and _____ Secretary in behalf of said corporation and by authority of its Board of Directors; and that said instrument is their free act and deed individually and as such officers and the free and corporate act and deed of said _____.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 1987.

My Commission Expires: _____

 Notary Public

STATE OF _____)
) SS: ACKNOWLEDGMENT OF LESSOR (INDIVIDUAL)
 COUNTY OF _____)

Before me, a Notary Public, in and for said county and state, personally appeared _____, the Lessor, who acknowledged that _____ did sign the foregoing Memorandum of Lease, and that the same is thus his/her free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal this _____ day of _____, 1987.

My Commission Expires: _____

 Notary Public

87473159

UNOFFICIAL COPY

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TO Ed Luebke OFFICE District Manager DATE 7-30-87
FROM Carol Sue Abbott OFFICE C.A.S. COPY TO
SUBJECT Premises located at Norridge, IL

- Attached, in triplicate, is a proposed lease for the above branch.
- Attached, in triplicate, is a proposed lease extension for the above branch.
- Attached, in triplicate, is a letter of exercise of option for the above branch.
- Attached is a memorandum of lease for recordation of the lease.

All lease matters are directed through District Managers as company policy dictates that D.M.'s be responsible for a review of maintenance and remodeling requirements.

- On letters of exercise of option, please see that the original and first carbon of the letter are delivered to the lessor, have the lessor sign the carbon where indicated and return the carbon to me for headquarters files. The original is retained by the lessor and the third carbon is for the branch files.
- On leases and lease extensions, please make the necessary distribution as follows after execution.
 1. Original -- return to me in Corporate Administrative Services.
 2. First Carbon -- Lessor's copy.
 3. Second Carbon -- Branch files.
- Memorandum of Lease is to be signed by the lessor, notarized and recorded in the County Recorder's office, then returned to Corporate Administrative Services.

If there are some clauses on which you cannot agree, you may line them out and have the lessor initial the change. You are authorized to initial any changes for the company, after receiving prior approval from your Director.

If there is a new Lessor, there is enclosed an IRS form which you are to have the Lessor fill out and return immediately to this department.

Additional remarks (if any)

Carol Sue Abbott
Corporate Administrative Services

87473159

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RECEIVED

DATE: 11-10-87 OFFICE: District Manager

COPY TO: C.A.C. OFFICE

TO: Mr. [Name]

FROM: Carl S. Abbott

Subject: [Subject]

- 1. Attached is a copy of a letter of exercise of option for the above parcel.
- 2. Attached is a copy of a letter of exercise of option for the above parcel.
- 3. Attached is a copy of a letter of exercise of option for the above parcel.

All other matters are handled through District Manager as company policy dictates. It is the responsibility of the District Manager to ensure that all matters are handled in accordance with company policy.

The District Manager is responsible for the accuracy of the information provided in this report. It is the responsibility of the District Manager to ensure that all matters are handled in accordance with company policy.

- 1. [Item 1]
- 2. [Item 2]
- 3. [Item 3]

The information provided in this report is for informational purposes only. It is not intended to constitute an offer of any financial product or service. The information is provided for your information and is not intended to constitute an offer of any financial product or service.

If you have any questions regarding this report, please contact the District Manager. The District Manager is responsible for the accuracy of the information provided in this report. It is the responsibility of the District Manager to ensure that all matters are handled in accordance with company policy.

Carl S. Abbott
 District Manager

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THIS INSTRUMENT, made July 30, 1911, by Harlow Irving Realty, Inc., hereby leases unto

GENERAL FINANCIAL CORPORATION OF ILLINOIS, and the Lessee accepts the Premises, known as containing 830 sq. ft. on the second floor at 4104 North Harlow Avenue, Norridge, IL 60634

Lessor, Lessee,

Chicago, Illinois, for the Term of One Year commencing February 1, 1918, and ending January 31, 1919, unless sooner terminated as provided herein, to be occupied and used by the Lessee for

In Consideration Whereof, the Parties Covenant and Agree: 1. Rent. Lessee shall pay to the Lessor, or to Seven Thousand Two Hundred Fifty-One and 96/100 Dollars (\$7,251.96) in the United States of America, at 4104 North Harlow Avenue, Norridge, IL 60634 the sum of Seven Thousand Two Hundred Fifty-One and 96/100 Dollars (\$7,251.96) in installments as follows: Six Hundred Four and 33/100 Dollars per month (\$604.33)

payable one each in advance promptly on the first day of every calendar month of the term and at the current rate for fractions of a month if the term shall be terminated on any day other than the first day of any month. Unpaid rent shall bear interest at 7% per annum from the date due until paid.

1. Covenants. The Lessor shall provide all fuel for the premises, including gas, electricity, water, and sewerage, and shall be responsible for the maintenance and repair of the same. The Lessee shall be responsible for the maintenance and repair of the interior of the premises, including the walls, ceiling, and floor, and for the maintenance and repair of the plumbing, heating, and electrical systems.

2. Use of Premises. The Lessee shall use the premises for the purpose of a business office, and shall not use the premises for any other purpose without the written consent of the Lessor. The Lessee shall not assign, sublease, or otherwise dispose of the premises without the written consent of the Lessor.

3. Assignment and Sublease. The Lessee shall not assign, sublease, or otherwise dispose of the premises without the written consent of the Lessor. The Lessor shall not be bound by any assignment or sublease made by the Lessee without the Lessor's written consent.

4. Insurance. The Lessee shall be responsible for the maintenance and repair of the interior of the premises, including the walls, ceiling, and floor, and for the maintenance and repair of the plumbing, heating, and electrical systems.

5. Default Under Lease. If the Lessee fails to pay the rent when due, or if the Lessee fails to comply with any of the covenants of the lease, the Lessor may terminate the lease and re-enter the premises.

6. Surrender of Premises. The Lessee shall surrender the premises to the Lessor at the expiration of the term of the lease, or at any earlier time if the Lessee so desires.

7. Remedies. The Lessor shall be responsible for the maintenance and repair of the exterior of the premises, including the roof, gutters, and downspouts, and for the maintenance and repair of the plumbing, heating, and electrical systems.

8. Alterations. The Lessee shall not make any alterations to the premises without the written consent of the Lessor. Any alterations made by the Lessee shall be at the Lessee's expense and shall be removed at the expiration of the term of the lease.

9. Assignment and Sublease. The Lessee shall not assign, sublease, or otherwise dispose of the premises without the written consent of the Lessor. The Lessor shall not be bound by any assignment or sublease made by the Lessee without the Lessor's written consent.

10. Insurance. The Lessee shall be responsible for the maintenance and repair of the interior of the premises, including the walls, ceiling, and floor, and for the maintenance and repair of the plumbing, heating, and electrical systems.

11. Default Under Lease. If the Lessee fails to pay the rent when due, or if the Lessee fails to comply with any of the covenants of the lease, the Lessor may terminate the lease and re-enter the premises.

12. Surrender of Premises. The Lessee shall surrender the premises to the Lessor at the expiration of the term of the lease, or at any earlier time if the Lessee so desires.

13. Remedies. The Lessor shall be responsible for the maintenance and repair of the exterior of the premises, including the roof, gutters, and downspouts, and for the maintenance and repair of the plumbing, heating, and electrical systems.

14. Alterations. The Lessee shall not make any alterations to the premises without the written consent of the Lessor. Any alterations made by the Lessee shall be at the Lessee's expense and shall be removed at the expiration of the term of the lease.

VILLAGE OF NORRIDGE

RECORDED

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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: (773) 399-3000 FAX: (773) 399-3001
WWW.COOKCOUNTYCLERK.COM

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Property of Cook County Clerk's Office

ASSIGNMENT

For value received, the undersigned Lessee hereby assigns all the Lessee's right, title and interest in and to the within lease from and after _____ and for no other purpose. It is expressly agreed this assignment shall not release or relieve the undersigned, as Original Lessee, from any liability under the covenants of the lease, nor from the provisions of paragraph (4) of Section 15 of this lease.

Date: _____ 19____

SEAL

ACCEPTANCE OF ASSIGNMENT

In consideration of the above assignment and the written consent of the Lessor therein, the undersigned Assignee (hereinafter also the Assignee's heirs, legal representatives and successors), hereby assumes the obligations of said lease imposed on the Lessor and proceeds to make all payments and to keep and perform all conditions and covenants of the lease by the Lessee to be kept and performed accordingly _____ expressly acknowledging for the undersigned the provisions of paragraph (4) of Section 15 of the lease as though here recited.

Received _____ 19____

SEAL

OFFICE LEASE

CONSENT TO ASSIGNMENT

Lessee hereby consents to the above Assignment upon the express condition that Original Lessee shall (or its) holder for the prompt payment of the Rent and the keeping and performance of all conditions and covenants of the lease by the Lessee to be kept and performed. The Lessor does not hereby consent to any further Assignment or to any subleasing of the premises.

Date: _____ 19____

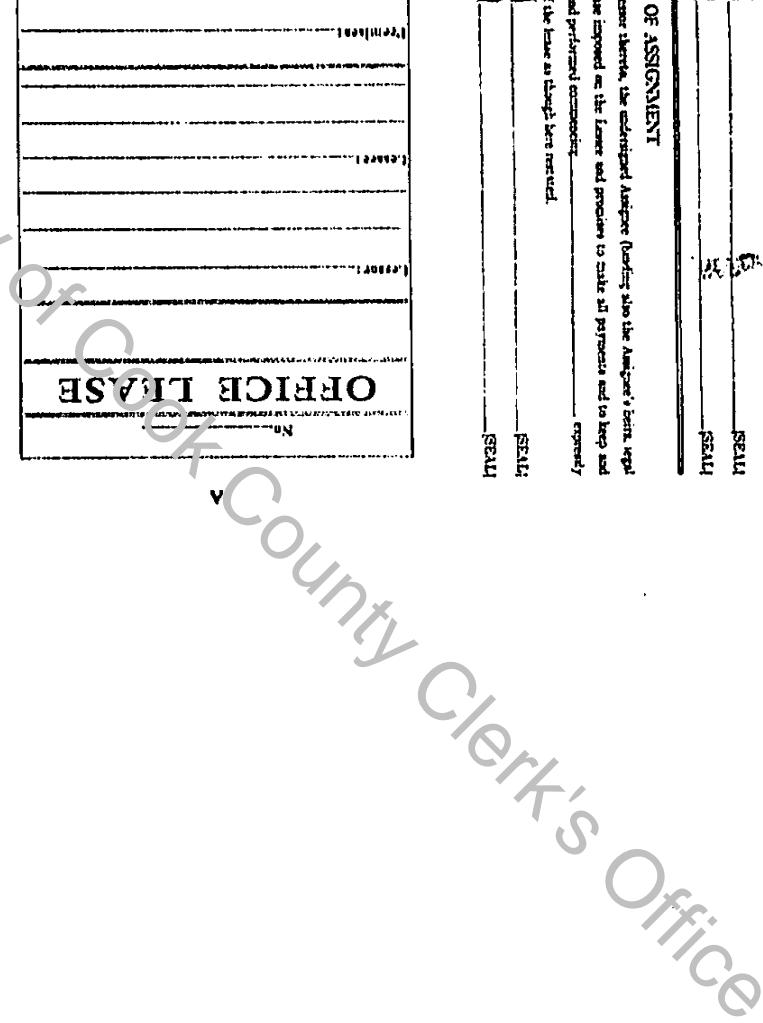
SEAL

GUARANTEE

In consideration of the making of the above lease by the Lessor with the Lessee at the request of the undersigned and in reliance on this guaranty, the undersigned hereby guarantees the payment of the Rent to be paid by the Lessee and the performance by the Lessee of all the terms, conditions, covenants and agreements of the lease, and the undersigned promises to pay all the Lessor's expenses, including reasonable attorney's fees, incurred by the Lessor in enforcing all obligations of the Lessee under the lease or incurred by the Lessor in enforcing this guaranty. The Lessor's consent to any assignment or assignments and successive assignments by the Lessee and Lessor's assigns, of this lease, made either with or without notice to the undersigned, or a changed or different use of the described premises, or Lessor's enforcement, delivery, execution of time or any other terms whether written to or different from the foregoing shall in no wise or manner release the undersigned from liability as guarantor.

WITNESS the hand and seal of the undersigned at the date of the above lease.

SEAL



UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

19: Lessee covenants to pay upon demand but not more often than once each calendar month, an additional rent (which additional rent may be estimated by the Lessor, subject to adjustments in future billings to Lessee based upon actual costs incurred by Lessor), a proportionate share of (1) all costs incurred in the operation and maintenance of the common areas of Harlem-Irving Plaza ("Plaza"), including, without limiting the generality of the foregoing, the cost of managing, heating, air conditioning, lighting, cleaning, removing snow and ice, landscaping, policing, repairing, and insuring against casualties, injuries and damages which may occur in the common areas of the Plaza; (2) all costs of installation and maintenance of the various types of billboards and signs which are for the general benefit of tenants of the Plaza; (3) all costs of remodeling, renovating and improving the common areas of the Plaza; (4) all costs of Professional Office Area (being the second floor office area at the south end of the Plaza) utility charges; and (5) all other expenditures, including administrative expense, general real estate taxes, and fire and extended coverage of the Plaza, all as determined by the Lessor, from time to time, but not including special assessments or depreciation. Lessee's share of the cost shall be in the proportion that the total number of square feet of floor area in the leased premises bears to the total number of square feet of rented floor area in the Plaza during the period of such costs, as allocated by Lessor. Professional Office Area utility charges shall consist of charges for fuel, cleaning and maintenance supplies, elevator maintenance and heating, ventilating and air conditioning repair and replacement shall be prorated by the total number of square feet of rented floor area in the leased premises bears to the total number of square feet of rented area in the Professional Office Area. Said additional rent on the commencement hereof for the leased premises is \$403.27 per month. A statement showing computation of said additional rent shall be furnished to Lessee from time to time upon request.

20: Lessor and Forest Harlem Properties, and LaSalle National Bank, not individually but solely as Trustee under Trust No. 10-019386-09, beneficiaries thereunder and agents thereof; Margaret A. Marchese, Marianne Marchese & Michael A. Marchese, DBA: Forest Harlem Properties; Harlem-Irving Realty, Inc.; Harlem-Irving Plaza; Chamber of Commerce, Inc. and Plaza Promotions, Inc. (Entity composed of all tenants of the Plaza); Tenants from time to time in Harlem-Irving Shopping Plaza, also known as "Harlem-Irving Shopping Center", to be named as co-insured on Lessee standard coverage, evidencing comprehensive general liability and property damage coverage in the following limits: \$500,000/\$1,000,000 Comprehensive General Liability; \$50,000 Property Damage.

21: Lessee shall not be required to be a member of the Harlem-Irving Plaza Merchants Association. Lessee shall pay its pro-rata share for seasonal decorations and center improvements as sponsored by the Association, provided such cost shall be limited to \$250 per annum.

22. Landlord agrees that during the term of this Lease not to lease space in the shopping center south of the F. W. Woolworth store to a finance company.

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ACKNOWLEDGMENT OF LESSEE

STATE OF INDIANA)

SS:

COUNTY OF VANDERBURGH)

Before me, the undersigned, a Notary Public with and for said County and State on this 30th day of July, 1987, came General Finance Corporation, a corporation, by Robert F. Floyd, its Vice President, and by Howard E. Parker, Assistant Secretary, who as such officers thereunto duly authorized, for and on behalf of said corporation, acknowledged the execution of the foregoing Lease and the affixing thereto of the corporate seal of said corporation to be the voluntary act and deed of said corporation.

Witness my hand and notarial seal.



Notary Public

My Commission Expires:

8-28-89

a resident of Vanderburgh County, Indiana

DEPT-01 RECORDING \$18.25
T#1111 TRAN 8747 08/27/87 10:42:00
#3908 # A * - 87 - 473159
COOK COUNTY RECORDER

18 Mail

87473159

87473159

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GENERAL FINANCE DEPT
4104 N. HARLOW
NORRIDGE IL. 60634



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