UNOFFICIAL COPY SE PH 2'32 AL COPY SE SE

87613566

LEASE (Short Form)

\$17.00

THIS LEASE, made and entered into this 26 day of August, 1987, by and between LA SALLE NATIONAL BANK, not individually but solely as Successor Trustee under Trust Agreement dated April 25, 1966 and known as Trust No. 10-019386-09 ("Trustee"), and FOREST-HARLEM PROPERTIES, an Illinois limited partnership, the sole beneficiary under the aforesaid Trust Agreement ("Beneficiary") (said Trustee and Paneficiary are hereinafter collectively referred to as "Lessor"), and CPS REALTY PARTNERSHIP, an Illinois general partnership, by Carson Pirie Scott & Company, a Delaware corporation ("Carsons"), one of its general partners ("Lessee").

WITNESSETH:

For and in consideration of One Dollar (\$1.00) and other valuable considerations paid and to be paid by Lessee to Lessor, Lessor moes lease and demise unto Lessee and Lessee does lease and take from Lessor, upon the terms and conditions and subject to the limitations more particularly set forth in a certain Indenture of Lease between Lessor and Lessee, dated August of 1987 (hereinafter referred to as the "Agreement"), the premises outlined in yellow and on the Site Plan attached as Exhibit B to the Agreement ("Demised Premises), which Demised Premises are part of the shopping center situated in Norridge, Illinois, and known as Harlem-Irving Plaza, which shopping center is located on the real estate described on Exhibit A attached hereto and made a part hereof ("Shopping Center").

TO HAVE AND TO HOLD the Demised Premises for an initial term of fifteen (15) years from and after the Commencement Date as defined in the Agreement, unless sooner terminated as provided in the Agreement.

The Agreement, among other things, provides:

1. That Lessee shall have the right to extend the term of the Agreement for seven (7) additional consecutive terms of seven (7) years each upon the terms and conditions provided in the Agreement.

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO: 80 × 286

Anthony J. Aiello Sidley & Austin One First National Plaza Chicago, Illinois 60603

1100019 12



- 2. That Lessee, its agents, employees, customers, invitees and any persons permitted to use the Demised Premises have an easement, for and during the initial term of the Agreement and any renewal term thereof, to use all parking areas and other Common Areas (as defined in the Agreement) shown on the Site Plan attached as Exhibit B to the Agreement, together with such additional parking areas or other Common Areas as from time to time become a part of the Shopping Center, such use to be in common with Lessor, all tenants of the Shopping Center from time to time and its and their agents, customers and invitees.
- 3. That, without the Lessee's prior written consent, Lessor may not, subject to the terms of the Agreement, charge or collect a fee for the parking of cars of agents, employees, customers or invitees of Lessee on said parking areas shown on the Site Plan attached as Exhibit B to the Agreement, nor may Lessor erect any buildings or other structures in any such parking areas or otherwise discontinue the use of said parking areas in whole or in part for parking purposes except as shown on the Site Plan attached as Exhibit B to the Agreement; that Lessee has certain other rights, provided in the Agreement, relative to the use and rumber of automobiles that may be parked in the parking areas shown on the Site Plan attached as Exhibit B to the Agreement.
- 4. That Lessor will not, except as permitted in the Agreement, lease to any party or permit any party to occupy any kiosk in the Kiosk Restriction Area as shown on Exhibit B to the Agreement.

This instrument is executed and is to be recorded for the purpose of giving notice of the Agreement and this instrument is in no way intended to supersede or vary the terms and conditions of said Agreement. Any conflict or ambiguity between any of the terms and provisions of this instrument and any of the terms and provisions of said Agreement is to be resolved in favor of said Agreement which shall at all times control.

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 it as Trustee, and under the express direction of the beneficiaries of the said Trust. 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 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 the said Trustee is concerned, the owner of any indebtedness or liability accruing hereunder, shall look solely to the assets of said Trust and the proceeds thereof for the payment thereof.

IN WITNESS WHEREOF, Lessor and Lessee have set chair hands and seals, the day and year first above written.

ATTEST:

Secretary

LA SALLE NATIONAL BANK, not individually but solely as Successor Trustee under Trust Agreement dated April 25, 1966 and known as Trust No. 10-019386-09

By:

Saistant

FOREST-HARLEM PROPERTIES, an Illingis limited partnership, the sole beneficiary under the aforesaid Trust Agreement.

Harlem lrying Realty, Inc. an Illinois corporation, a general partner

President

CPS REALTY PARTNERSHIP

Carson Pirie Acott & Company,

ATTEST:

B. Gran Secretary

87613568

EXHIBIT A

PARCEL "A":

THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM SAID DESCRIBED PROPERTY THE NORTH 247.25 FEET OF THE EAST 207.54 FEET THEREOF, IN COCK COUNTY, ILLINOIS

PARCEI "3":

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THEO PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE EXCEPTING THEREFROM A STRIP OF LAND 66 FEET WIDE ACROSS THE SOUTHEASTERLY PART OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, AFORESAID, SAID STRIP BEING PARALLEL WITH AND ADJACENT NORTHWESTERMY TO THE INDIAN BOUNDARY LINE, CONVEYED TO THE FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS, BY WARRANTY DEED RECORDED MARCH 5, 1918 AS DOCUMENT NUMBER 6281705, IN COCK COUNTY, ILLINOIS

PARCEL "C":

THE NORTH 247.25 FEET OF THE WEST 174.54 FEET OF THE EAST 207.54 FEET OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

12-13-416 005

STATE OF ILLINOIS)
COUNTY OF COOK)
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that County, in the State aforesaid, DO HEREBY CERTIFY that personally known to me to be the Assistant of La Salle National Bank, and Clifford Contt-Rudnick, personally known to me to be the Assistant Secretary of said bank, 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 they signed and delivered
the said instrument as 140 large sick President and 40 large
said bank to be affixed thereto, pursuant to the authority given by the Board of Directors of said bank, as their free and voluntary act and as the free and voluntary act and deed of said bank as trustee aforesaid, for the uses and purposes therein set forth.
day of Sunt, 1987.
74
Marke Francasia
Notary Public
My Commission Expires: (1-38-70

UNOFFICIAL COPYs is

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAIL A. MARCHESE, personally known to me to be the President of Harlem Irving Realty, Inc., an Illinois corporation, and TAMES C. BAILEY.

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 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 Goard of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28 th day of August , 1987.

Notary Public

My Commission Expires: 1988

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that , personally known to me to be the CHARLES T. REICE UICE President of Carson Pirie Scott & Company, a Delaware corporation, and WANGER B. GRAYS. ... , ACS 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 they signed and delivered the said instrument as President and Assist ANT 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 and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Noterial Seal this 2814 day of AUGUS7, 1987.

Wotary Public

My Commission Expires: <u>May 9, 1985</u>