

# UNOFFICIAL COPY

Please return to:  
3 / 6 Ann:9 Sandra Rybak  
Ticor Title Insurance  
69 W. Washington  
Chicago, IL 60602

Re: 14713-14

112  
Tks  
22/87

This Instrument Prepared By

Sharon B. Glaser  
Hess, Kaplan and McDowell, Ltd.  
180 North LaSalle Street  
Chicago, Illinois 60601

87649993

## MEMORANDUM OF LEASE

This Memorandum of Lease is dated as of December 8, 1987.

Pursuant to a certain Indenture of Lease, dated April 15, 1987 (the "Lease"), LaSalle National Bank, not personally, but as Trustee under Trust Agreement dated February 8, 1985, and known as Trust No. 109384 (the "Landlord") has leased and demised unto Super Valu Stores, Inc., a Delaware corporation (the "Tenant"), approximately 82,000 square feet of space (the "Store Parcel") in a tract of land situated on Elston Avenue South of Logan Boulevard in Chicago, Illinois, and legally described in attached Exhibit "A" (the "Shopping Center Parcel") upon which a shopping center is to be constructed.

The Landlord and Tenant hereby confirm that the Lease contains the following provisions, among others:

1. The Preliminary Term of the Lease commences on the date of the Lease and continues until the Commencement Date. The Commencement Date occurs on the earlier of (i) the date upon which Tenant opens for business as determined pursuant to certain provisions of the Lease, or (ii) thirty (30) days after the last to occur of the Cub Foods Completion Date or the Shopping Center Completion Date.
2. The Initial Term of the Lease commences on the Commencement Date and continues until the last day of the twentieth (20th) Lease Year. The First Lease Year begins on either (a) the Commencement Date if the Commencement Date falls on the first day of the month or (b) the first day of the next succeeding month. Each successive Lease Year commences on the anniversary of the first day of the First Lease Year.
3. The Tenant may extend the Term of the Lease beyond the Initial Term for up to five (5) Extended Terms of five (5) years each. In addition, under certain circumstances the Term of the Lease may be automatically extended for one (1) year following an Extended Term.
4. The Lease contains construction obligations.
5. The Lease provides that use restrictions contained in a Declaration of Easements and Restrictions will apply to the Shopping Center Parcel and to other property contiguous to the Shopping Center Parcel upon acquisition of such land by the Landlord or its affiliates.
6. The Lease contains signage rights.

TTC 233327(14713-14)SR 2 of 7.

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7. The Lease provides that the Tenant shall have the exclusive right to sell and purvey alcoholic beverages on the Shopping Center Parcel with certain exceptions.

8. The Lease contains expansion options.

This Memorandum of Lease is made solely for purposes of confirming the matters stated and, at the discretion of Tenant, for recording purposes and does not in any manner enlarge or reduce the respective rights, privileges, liabilities or obligations of Landlord or Tenant under the Lease. Reference is made to the Lease for the definition of capitalized terms used but not otherwise defined herein.

All of the covenants, agreements, conditions and undertakings contained in the Lease inure to the benefit of and are binding upon the parties thereto and their respective heirs, executors, administrators, successors and assigns and shall be construed as covenants running with the land for the entire time the Lease is in force and effect.

In witness whereof, the Landlord and Tenant hereto have caused this Short Form of Lease to be executed this 2nd day of December, 1987.

LaSalle National Bank, as Trustee  
under Trust No. 109384 and not personally

Attest:

By: [Signature]  
Its: ASSISTANT VICE PRESIDENT

By: [Signature]  
(Assistant) Secretary

Super Value Stores, Inc., a  
Delaware Corporation

Attest:

By: [Signature]  
Its: WILLIAM E. HUNT VICE PRESIDENT

By: [Signature]  
(Assistant) Secretary

JAMES A. STROM

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PART HEREOF

RIDER ATTACHED TO AND MADE A PART OF LEASE DATED December 2, 1987

Memorandum of  
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 2/8/85 and known as Trust Agreement No. 109384 at LA SALLE NATIONAL BANK, to all provisions of the lease creating that nothing herein or in said LEASE contained shall be construed as personal liability without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder, or to perform 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 hereunder, for the payment thereof. It is further understood and agreed that said Lessee, herein described, its agents or employees and merely holds naked legal title to the premises described, and shall have no control over, and under this LEASE, (2) the upkeep, inspection, maintenance or repair of such property, (3) the collection of rents or rental on upon such premises, or (4) the conduct of any business which is carried on upon such premises.

Property of

149993

MEMORANDUM ATTACHED HEREIN



pb18  
arks  
5/06/87

EXHIBIT A

Legal Description Shopping Center Parcel

DEPT-01  
T43333 IRAN 4439 12/08/87 16:13:00 \$15.00  
COOK COUNTY RECORDER

PARCEL 1:

The Southeasterly 205.58 feet (205 feet, 7 inches), lying Northeasterly of Elston Avenue and Southwesterly of the Southwesterly line of land conveyed to the City of Chicago by Document No. 2679495, of Lot A in Whitehead's Consolidation, a subdivision of part of Lot 5 in Assessor's Subdivision and part of Lot 5 in Snow Estate Subdivision, all in Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, according to the Plat recorded on October 27, 1899, in Book 76 of Plats, page 33 as Document No. 2886067, excepting therefrom that part thereof falling within the Southwesterly 300 feet (as measured along the Southeast line of Logan Boulevard) of the Northwesterly 340 feet (as measured along the Northeast line of Elston Avenue) of said Lot A, in Cook County, Illinois.

PARCEL 2:

Lot 3 (except that part thereof lying Southeasterly of a line measured at right angles to the Southwesterly line of said Lot 3, 205 feet Northwesterly of the Southeasterly line of said Lot; also excepting therefrom that part thereof bounded and described as beginning on the Northeasterly line of N. Elston Avenue (said Northeasterly line being 33.00 feet Northeasterly of and parallel with the Southwesterly line of Lot 3, aforesaid) at a point which is 237.00 feet Northwesterly of the intersection of said line with the Southeasterly line of said Lot 3, and running thence Northwestwardly along said Northeasterly line of N. Elston Avenue, a distance of 126.00 feet, thence Northeastwardly along a line which is perpendicular to said Northeasterly line of N. Elston Avenue, a distance of 183.00 feet; thence Southeastwardly along a line parallel with said Northeasterly line of N. Elston Avenue, a distance of 126.00 feet, and thence Southwestwardly along a line perpendicular to said Northeasterly line of N. Elston Avenue, a distance of 183.00 feet to the point of beginning) and Lot 4 (except that part thereof conveyed to the City of Chicago by Warranty Deed recorded in the Recorder's Office of Cook County, Illinois as Document Number 2679496), all in Snow Estate Subdivision by Superior Court of parts of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, and Section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Numbers: 14-30-301-015 Volume: 532 All M  
14-30-301-001  
(Affect Parcel 1 and other property) EDO  
14-30-301-012  
(Affects Parcel 2 and other property) F-BO

Common Address: 2601 N. Elston Av.  
Chicago, Ill.

1500

87-649993

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