

MEMORANDUM OF LEASE

8766A054

THIS MEMORANDUM OF LEASE ("Memorandum") is made as of the 6th day of November, 1987, by and between HARRIS TRUST AND SAVINGS BANK, not individually but as trustee under a trust agreement dated September 24, 1986 and known as Trust No. 43770, whose address is Harris Trust and Savings Bank, Land Trust Department, 111 West Monroe Street, P.O. Box 755, Chicago, Illinois 60690 ("Landlord") and CHADWELL & KAYSER, LTD., an Illinois corporation, whose present address is 8500 Sears Tower, Chicago, Illinois 60606-6592 ("Tenant").

W I T N E S S E T H:

THAT UPON THE TERMS AND CONDITIONS set forth in that certain unrecorded Lease dated as of October 30, 1987 (the "Lease") entered into between Landlord and Tenant, all of which terms and conditions are hereby made a part hereof as fully and completely as if herein specifically set out in full, Landlord has leased, demised and let and does hereby lease, demise and let unto Tenant, subject to Paragraph 1.B. of the Lease, the premises on Floors 32 through 34 inclusive as designated on the plans attached hereto as Exhibit A in the building to be known as 35 West Wacker Drive to be located on a parcel of land at the southeast corner of Wacker Drive and Dearborn Street, in the City of Chicago, Cook County, Illinois and more particularly described in Exhibit B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same for a term to commence on or about April 1, 1989, as determined in Paragraph 1.A. of the Lease (the "Commencement Date"), and to continue for a term ending on the later of December 31, 2009 or the day before the twentieth (20th) anniversary of the Commencement Date.

Landlord and Tenant hereby acknowledge that (a) the size of the premises may increase, in which event the premises may include Floor 31 and/or the location of the premises may change, in which event the premises shall include Floor 35, all as more particularly described in Paragraph 1.B. of the Lease; (b) Tenant has expansion options whereby it may add to the premises, on or about the fifth, tenth, and fifteenth anniversaries of the Commencement Date, other space located on floors served by the midrise elevator bank of the building, all as more particularly described in Paragraph 30 of the Lease; (c) Tenant has the right to lease seven or more parking spaces in the building, all as more particularly described in Paragraph 28 A of the Lease; and (d) Tenant has the right to locate on the roof of the building a telecommunication dish and other communication equipment, together with cables and conduits between the same and the premises, all as more particularly described in Paragraph 28 C of the Lease.

Landlord and Tenant hereby acknowledge that this Memorandum is summary in nature and is not intended and shall not be construed, to affect the terms of the Lease or the rights of the parties thereunder, which are governed solely by the terms of the Lease. In the event of any inconsistency between the

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BOX 179
(CDN)

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6-20-60, which provides respecting any liability of Harris Trust and Savings Bank, stamped on the reverse side hereof, is hereby expressly made a part hereof.

terms of this Memorandum and the terms of the Lease, the Lease shall control.

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

LANDLORD:

HARRIS TRUST AND SAVINGS BANK, not individually, but as Trustee as aforesaid

By:


Its _____
Trustee

TENANT:

CHADWELL & KAYSER, LTD.,
an Illinois corporation

By: 

Its _____
President

This instrument prepared by:
Catherine D. Nardi
SONNENSCHNEIN CARLIN NATH
& ROSENTHAL
8000 Sears Tower
Chicago, Illinois 60606
(312) 876-8000

Property of Cook County Clerk's Office

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The covenants, conditions, stipulations and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warranties, representations, covenants, undertakings, and agreements herein made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless made and intended not as personal warranties, representations, covenants, undertakings and agreements by the Harris Trust and Savings Bank for the purpose or with the intention of binding said Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein and this instrument is executed and delivered by said Harris Trust and Savings Bank in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement; and that no personal liability or personal responsibility is assumed by, nor shall any debt be incurred or enforceable against the Harris Trust and Savings Bank on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument contained, either expressed or implied; all such personal liability, if any, shall be hereby waived and released by the other parties to this instrument and all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Harris Trust and Savings Bank has no right to any of the real estate, improvements and fixtures on said trust premises, nor does it have any possessory interest therein and that said bank has no right to any of the rents, profits and proceeds from said trust premises. The following recites the instrument comprised the Harris Trust and Savings Bank and the identity of the same and is the same as the instrument referred to in the foregoing and is hereby incorporated by reference into this instrument.

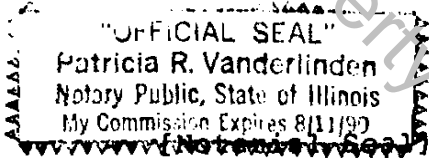
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Patricia R. Vanderlinden, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KENNETH E. PIEKUT, as the TRUST OFFICER of HARRIS TRUST AND SAVINGS BANK, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such TRUST OFFICER appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his 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 15th day of December, 1987.



Patricia R. Vanderlinden
Notary Public

My commission expires on: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Shirley Fisch, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John J. McHugh, as the President of CHADWELL & KAYSER, LTD., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own 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 1st day of December, 1987.

Shirley Fisch
Notary Public

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[Notarial Seal]

My commission expires on: Jan. 5, 1988

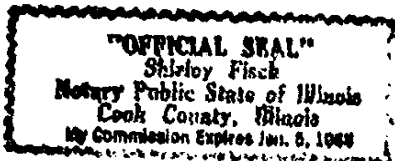
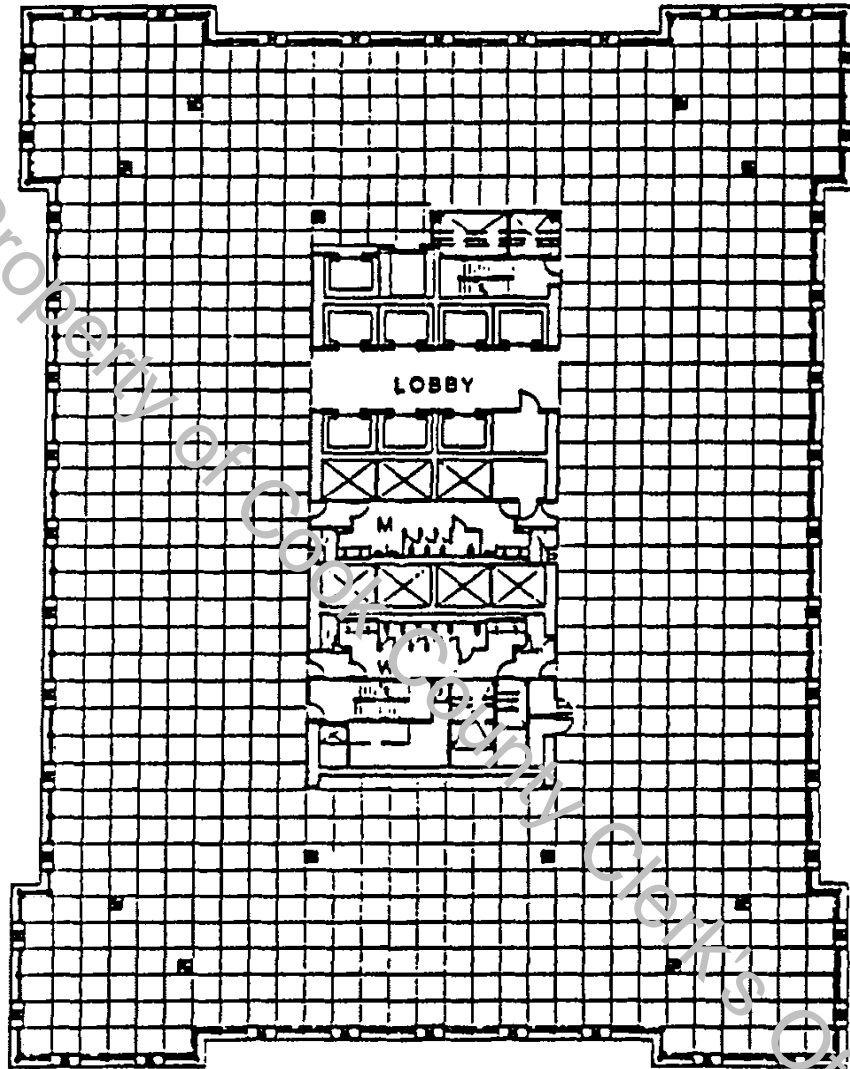


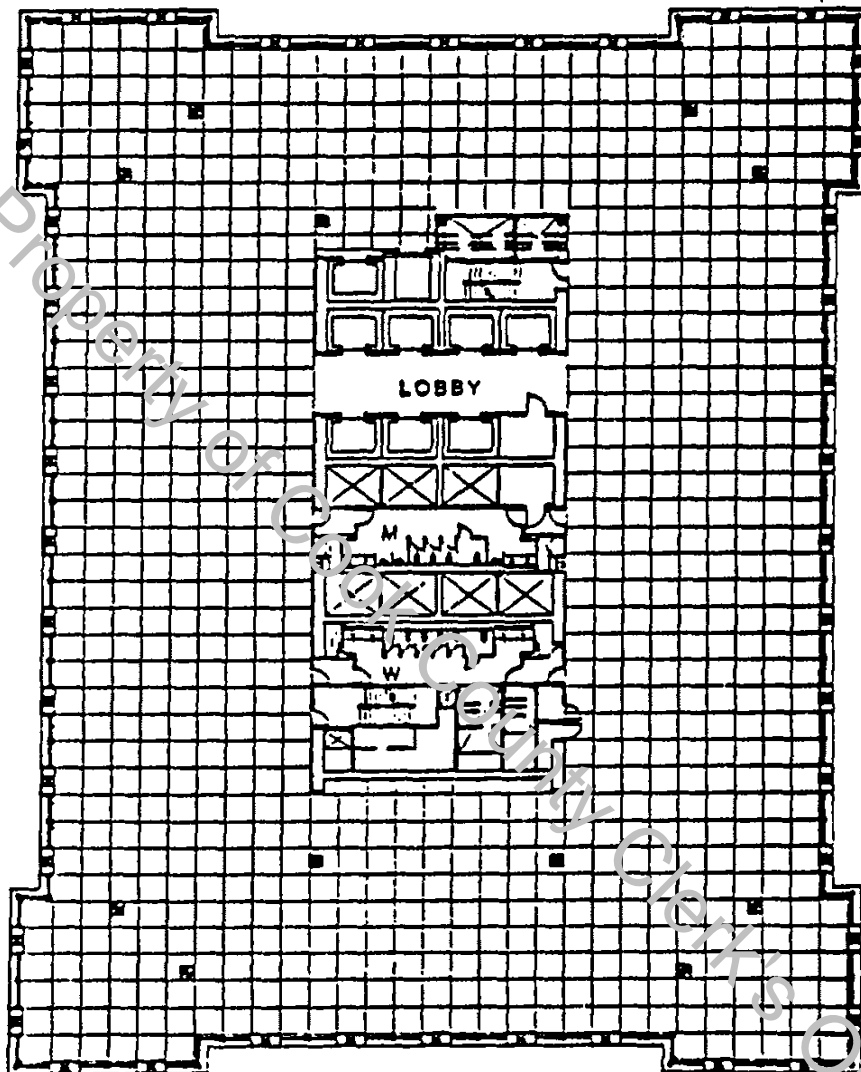
EXHIBIT A



85061051

MID RISE FLOOR PLAN
32ND FLOOR

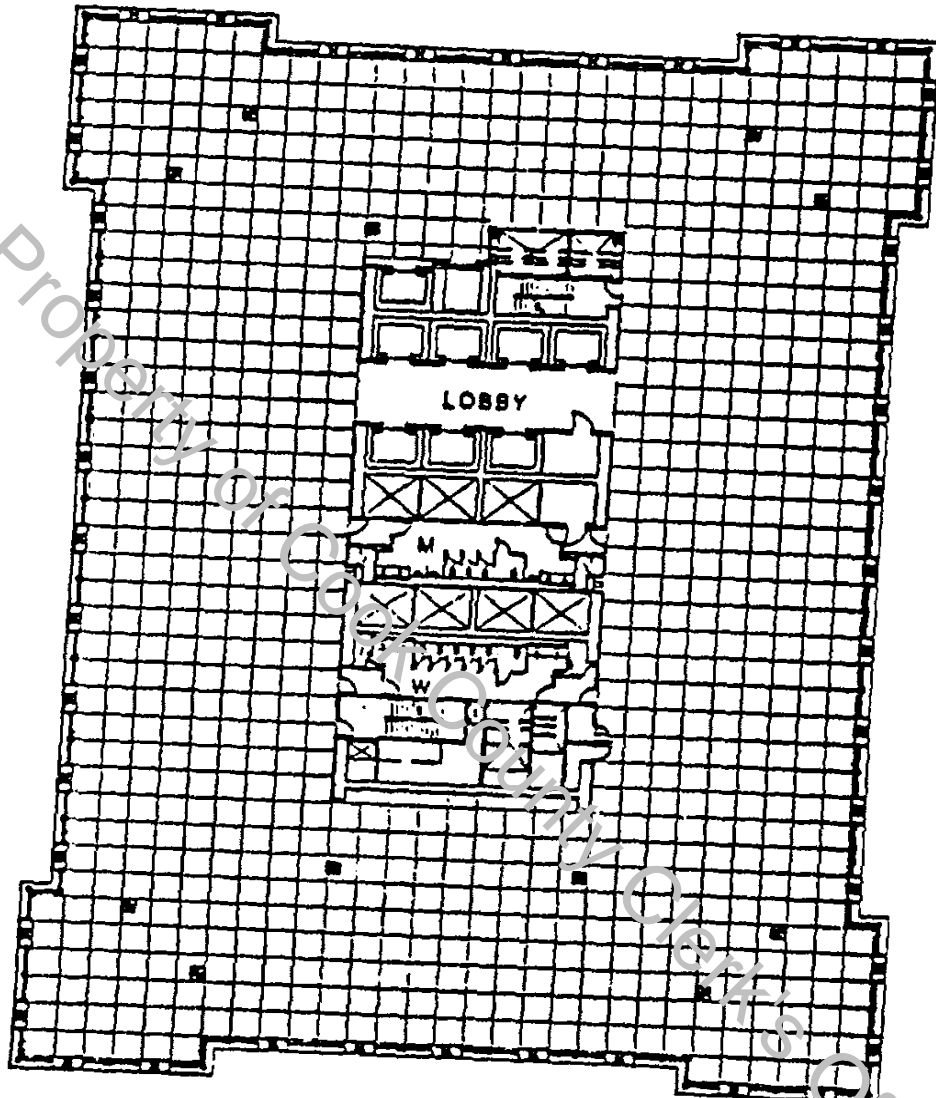
EXHIBIT A



MID RISE FLOOR PLAN
33RD FLOOR

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EXHIBIT A



MID RISE FLOOR PLAN
34TH FLOOR

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EXHIBIT B

PARCEL 1

The West half, by area, of a tract of land consisting of all lots and all streets and alleys within Block 16 of original Town of Chicago in the East part of the Southeast Quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, together with a strip of land, lying East of and adjoining said Block 16 and West of the West line of State Street as established by an act of the Legislature of the State of Illinois, approved March 3, 1845, in Cook County, Illinois, bounded as follows:

Beginning at the convergence of the North line of Lake Street and East line of Dearborn Street;

Thence North along the East line of Dearborn Street to the South line of Wacker Drive;

Thence East along said South line a distance of 161.73 feet;

Thence South along a straight line, parallel with said East line of Dearborn Street, a distance of 311.25 feet to the North line of Lake Street, and

Thence West along said North line, a distance of 161.72 feet to the point of beginning;

Containing 50,379 square feet of land, more or less.

17-09-426-006 JP

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DEPT-01 RECORDING \$17.00
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COOK COUNTY RECORDER

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