MEMORIANIUM OF LEASE (Shopping Center)

87123986

THIS LEASE is made on the 12th day of Fibrusy , 1981. by and between

OSCO DRUG, INC., an Illinois corporation, hereinafter referred to as

LaSalle National Sank as Trustee under Trust Agreement dated April 20, 1982 and known as Trust No. 104834 and not individually

, hereinafter referred to as "Lessor", and

In consideration of the mutual covenants and agreements herein contained.

Lever hereby leases to Lessee the land and improvements thereon, situated in the City of Chicago County of Cook and State of Exhibit A attached to that certain Lease between the parties hereto bearing even date herewith (Nereinafter referred to as the "Leased Premises"), together with all appurtenances and the rights granted with respect to the Common Facilities. The entire track of land shown on said Exhibit A, of which the Leased Premises is a part, is legally described on Exhibit AA hereto attached (said entire tract of land, any additions thereto and all improvements existing or constructed thereon are hereina (ter referred to as the "Shopping Center") and is located at the Southwest corner of 31st and Halsted Streams

The term shall begin approximately <u>October 1</u>, 1987, and shall end approximately <u>September 30, 2002</u>, subject to all of the terms, conditions, provisions and coverlants contained in that certain Lease between the parties hereto bearing even calle herewith which are incorporated herein by reference; among said terms, conditions, provisions and covenants are the following:

Section 2.2. Options. Lessee shall have the options to three (3) successive extensions of the term of this Lease for five (5) full years with respect to each such option, subject to the terms, covenants and provisions of this Lease. Lessee may exercise each said option by giving Lersor written notice thereof no less than four (4) months prior to the beginning of each such period of extension. The word "term" whenever used herein shell mean the original term and any extensions thereof unless the context otherwise requires.

Section 4.2. Shopping Center Improvements. Lessor covariants that it will improve the Shopping Center and the adjoining parkway, if any, (the "Scoping Center Improvements") by (i) constructing the sidewalks, driveways, landacaping, parking and service areas and math if any, substantially as shown on Exhibit A, and to the extent applicable in accordance with Exhibit 5: (ii) constructing the store burioling(s) designated on Exhibit A as "Saall Shops" and (iv) striping the parking areas as shown on Exhibit A (if the striping is set shown on said Exhibit A, then as designated by Lessee) and otherwise providing appropriate signs, directional arrows and other means to direct traffic through the parking areas. Lessor further covenants that all buildings in the Shopping Center shall be located wholly within the areas designated therefor on Exhibit A and that no building in the Shopping Center shall be taller than one story. In addition to the parking areas shown on Exhibit A, Lessor shall in connection with any construction in the Shopping Center provide additional improved areas in the Shopping Center, if necessary, so that at all times the estimal parking area in the Shopping Center, if necessary, so that at all times the estimal parking area in the Shopping Center, if necessary, so that at all times the estimal parking area, including loading and unloading facilities. Shopping Center signs and mail, if any, adjoining parkway, if any, and other facilities of the Shopping Center designed for use by all occupants of the Shopping Center are herein together referred to as the "Common Facilities".

on forty-eight (46) parking spaces as shown on Emhibit A.

97123986

Property or Cook County Clerk's Office

87123986

UNOFFICIAL COPY &

Section 6.1. Use. The Leased Premises may be used for any lawful purpose. Lessor hereby grants to Lesse, its employees and invitees, without charge, the right to use in common with others entitled to similar use thereof, all of the Common Facilities, and the exclusive right to use that portion of the service areas, if any, including loading and unloading facilities, designed for use with the building on the Leased Premises. Lessor shall not grant any rights with respect to the Common Facilities or permit the use thereof by any persons other than the tenants and occupants of the Shopping Center, their employees and invitees. Lessee may use reasonable portions of the sidewalk abutting the Leased Premises for the installation of public telephones, storage of shopping carts, and the display and sale of merchandise. Lessor shall (i) provide all of the Common Facilities for such use at all times, except ruling reasonable periods of time required to provide necessary maintenance or remains, and shall not change the Common Facilities in any manner without the prior written consent of Lessee, and (ii) require all tehants and occupants of the Shopping Center and their employees to park their automobiles in a portion of the parking area rise gnated for such purpose, which area shall be located in the part of the Shopping Center itself the Shopping Center.

Section 11.4. Exclusive. Lessor covenants that no premises, nor any part thereof, in the Shopping Center, other than the Leased Premises, shall be used or escupied for the operation of a so-called drug store or prescription pharmacy, or for the selling of alcoholic liquor in package form, including without limitation beer, wine and ale. The foregoing covenants shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of any of said covenants, Lessee shall be entitled to injurctive relief and any other appropriate remedy.

IN WITNESS WHEREOF, the parties nareto have executed and affixed their respective seals to this Lease as of the day and year first above written.

Trustee's Exoneration Rider Attached Horeto And Made A. Part Hereor

LaSalle National Bank

as Trustee under Trust

Agreement No. 104834 and not individually

By Vice Breadent

Acces de de Man le de l'Est

Assistant Secretary

LESSOR

USCO DRUG, INC.

LESSEE

This is a Memorandum of Lease prepared solely for the purpose of recording. Any interpretation of the subject Lease shall only be done with reference to the entire Lease document,

١.

This Lease is executed by LA SALLE NATIONAL BANK, not personally but as Trustee as afteressid, in the exercise of the power and sutherity conferred upon and vested in it as such trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated 4 2 3 - and Anoma as Trust No. (2 3 3 - at La SALLE NATIONAL BANK, to all provisions of which Trust Agreement this Lease is expressly made subject. It is expressly understood and agreed that nothing herein or in said Lease contained shall be construed as Creating any liability whatsoever against said Trustee personally, and in patitular that nothing herein or in said Lesse contained shall be construed us creating emy liebility whatsoever against said Trustee personelly, and in patticular without limiting the generality of the foregoing, there shall be no personel 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. any property of said Trust, and that all personal liability of said Truster 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 in concerned the owner of any indebtedness or liability accurate hereunder shall look solely to the premises hereby lessed for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and werely holds maked legal title to the property herein described; that said Trustee has no control over, and under this Lesse, assumed no responsibility for (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property, (3) the collection of rents or the rental of such property, or (4) the anadust of any business which is carried on upon such premises.

ACKNOWLEDGMENTS

ACKNOWLEDGMENTS
STATE OF MEXALL SS.
STATE OF LECKOL)
) SS.
COUNTY OF (CCA)
1, RVATYD F. MOCTO a Notary Public in and for said County in the
State aforesaid, DO HEREBY CERTIFY that 7////////////////////////////////////
personally known to me to be the / // President of LA SALLE NATIONAL DANK
personally known to me to be the August 2 Secretary of said corporation.
who 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 of writing as 100 President and 600 Secretary
of said corporation and caused the corporate seal of said corporation to be
affixed therato, pursuant to authority given by the Board of Directors of said corporation. White free and voluntary act and as the free and voluntary act
and deed of seid corporation, for the uses and purposes therein set forth.
Given under my hand and notarial seal this Ak day of tillilly.
$\frac{19.17}{1}$
My Commission expires:
1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
Notary Public
Hotaly Fabric
STATE OF /LLINES)
) SS.
COUNTY OF U.P.S.
1. Larry DANGE Sen a Notary Public in and for said County in the
State aforesaid, DO HERESY CERTIFY that / were Control
personally known to me to be the President of 9 C. Di u q /w.
and Converse A Asset
personally known to me to be the Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me
this day in person and severally acknowledged that they signed and di livered
the said instrument of writing as President and
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 notarial seal this 25% day of <u>February</u> 19 <u>87.</u>
Mr. Commission equipmen
My Commission expires:
The state of the s
Notary Public

1987 MAR -6 FH 2: 03

87123986

EXHIBIT AA

LOTS 1 TO 4 INCLUSIVE IN SEAVERN'S SUBDIVISION OF THE WEST HALF OF BLOCK 8 OF CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, AND LOTS 1 TO 8 INCLUSIVE IN THE SUBDIVISION J-BL CANAL 14, EA. NOIS.

COOK COUNTY CLERK'S OFFICE OF SUB-BLOCK 2 IN SEAVERN'S SUBDIVISION OF THE WEST HALF OF BLOCK 3 CY CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

3100 PIN: 1733 100 001 -1+2

002-3

This instrument was prepared by: Julie It elb

Property of Coot County Clerk's Office

BOX 333 3.00

MAIL TO: gohn el. Tengakis 10063 S. 76 th and Bridgeniew, all. 68455 986E27L8

Property of Coot County Clerk's Office