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Memorandum Transmittal

Recorded at the request of
TRAK AUTO, and to
be mailed after recording to

For Recorders' Use:

TRAK AUTO
Attn: Legal Department
3300 75th Avenue
Landover, Maryland 20785

Permanent Parcel #20-29-303-015

MEMORANDUM OF LEASE

Under date of March 12, 1984 AMERICAN NATIONAL BANK AND TRUST UNDER TRUST NO. 63140 DATED 12/17/84, hereinafter called "Lessor," and Trak Auto East Corporation, a Delaware corporation, hereinafter called "Lessee," entered into a Lease which provides among other things, that for and in consideration of the rental therein reserved and upon the terms, conditions, covenants and provisions set forth at length therein, the Lessor leases, lets and conveys under the Lease and the Lessee does take, accept, and rent from the Lessor for the term set forth in such Lease those certain premises situated in the City of Chicago, County of Cook, State of Illinois, and more particularly described in Schedule A attached hereto and made a part hereof and shown on a Plot Plan attached to and made a part of said Schedule A, together with all easements, rights, and appurtenances in connection therewith or thereto belonging.

The above referred to Lease was made upon the terms, conditions, covenants and provisions set forth at length therein, each and all of which terms, conditions, covenants and provisions are hereby incorporated herein with the same force and effect as if set out at length herein.

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

AMERICAN NATIONAL BANK AND TRUST UNDER TRUST

NO. 63140 DATED 12/17/84

(Name & Title)

J. M. [Signature]

(Name & Title)

E. JOHANSEN ASSISTANT SECRETARY

Lessor

TRAK AUTO EAST CORPORATION

By

President

By

Asst. Secretary

Lessee

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST UNDER TRUST NO. 63140 OF CHICAGO, ILLINOIS, and is hereby acknowledged as the act and deed of said bank and trust and its authorized officers and employees acting jointly and severally, and not individually, and is hereby acknowledged as the act and deed of said bank and trust against AMERICAN NATIONAL BANK AND TRUST UNDER TRUST NO. 63140 OF CHICAGO, ILLINOIS, and its authorized officers and employees acting jointly and severally, and not individually, and is hereby acknowledged as the act and deed of said bank and trust against any of the covenants, conditions, representations or warranties contained in this instrument.

16.00 87388188 A - REC 66099 JUL 18 1984



16.00

EXH

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Property of Cook County Clerk's Office

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STATE OF MARYLAND }
COUNTY OF PRINCE GEORGES }

SS.

On this 12th day of March, 1987, before me, LaVerne Origlio a Notary Public in and for said county and state, personally appeared Ben Kovalsky known to me to be the President and Elliot R. Arditti, known to me to be the Assistant Secretary of Trak Auto East Corporation, the corporation that executed the within instrument, known to me to be the persons who executed the within instruments, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

LaVerne R. Origlio
Notary Public in and for said
County and State

My Commission Expires July 1, 1990

Property of Cook County Clerk's Office

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notary01/leasefile
04/24/86

STATE OF _____ } SS.
COUNTY OF _____ }

On this ___ day of _____, 19___, before me, _____, a Notary Public in and for said county and state, personally appeared _____ and _____ known to me to be the _____ President and _____ known to me to be the _____ Secretary of _____ the corporation that executed the within instrument, known to me to be the persons who executed the within instruments, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Edith Opredson
Notary Public in and for said
County and State

STATE OF _____ } SS.
COUNTY OF _____ }

On this ___ day of _____, 19___, before me, _____, a Notary Public in and for said county and state, personally appeared _____ and _____ known to me to be _____ of the partners of the _____ partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said
County and State

STATE OF _____ } SS.
COUNTY OF _____ }

On this ___ day of _____, 19___, before me, _____, a Notary Public in and for said county and state, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said
County and State

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SCHEDULE A

DESCRIPTION OF PROPERTY AND PLOT PLAN

Attached to and forming a part of that certain Lease and Memorandum of Lease executed under date of March 17, 1987 by and between AMERICAN NATIONAL BANK AND TRUST UNDER TRUST NO. 63140 DATED 12/17/84,

as Lessor, and TRAK AUTO EAST CORPORATION as Lessee.

1. LESSOR'S PROPERTY. The demised premises are a portion of Lessor's entire property, situated in the City of Chicago, County of Cook, State of Illinois, and now commonly known as 1207 West 76th Street. Such property, herein referred to as "Lessor's Property", means the entire property within the outer property limits shown on the plot plan initiated by the party hereto, dated 2-1-87, attached hereto, and made a part hereof ("plot plan"). The legal description of Lessor's Property is set forth in paragraph 7 of this Schedule A.

2. DEMISED PREMISES. Lessor's Property provides a site for a store building in the location designated "Trak Auto" on the plot plan. Such building is now thereon, or is to be erected pursuant to Schedule B hereto by Lessor or Lessee, containing ~~4,500~~ 5,200 square feet and having inside dimensions of approximately ~~40~~ 52' x 100'. Said building site, building, improvements, and appurtenances, and fixtures and equipment owned by Lessor, now or hereafter located thereon, are collectively referred to in this Lease as the "premises" or "demised premises".

3. COMMON AREA EASEMENTS. Lessee, its agents, employees, patrons and invitees, in common with Lessor and all other tenants of portions of Lessor's Property and their respective agents, employees, patrons, and invitees shall have and are hereby granted, during the entire term of this Lease, the free, uninterrupted, and non-exclusive use of the common areas of Lessor's Property ("common areas"), as hereinafter defined, which use by all users shall be for the purposes of ingress, egress, service utilities, and parking, and which parking area shall consist of not less than 245 parking spaces, located as shown on the plot plan. The common areas shall be defined as the side-walks, driveways, roadways, parking areas, non-enclosed mall areas, landscaped areas and all other areas of Lessor's Property except those areas designated as "building area" on the plot plan. Lessor may not use, nor permit any other person to use, the common areas for the benefit of any property, adjoining or otherwise, other than Lessor's Property as defined herein. Except as provided in paragraph 18.3 of this Lease, Lessee shall have no obligation or liability whatsoever in connection with the ownership, maintenance, or management of the common areas and Lessor shall manage, operate and maintain all such common areas, or cause the same to be done on its behalf.

4. INGRESS AND EGRESS. Lessor shall not vary the designated means of ingress and egress. Lessor will not alter or cause to be altered existing street signs, median curbs or traffic signals without Lessee's written consent. Lessor shall use its best efforts to preserve and improve access into and out of the shopping center. If at any time during the term of this Lease any means of ingress to or egress from the shopping center or the demised premises is not opened or is closed and is not within four (4) months of the closing replaced with a satisfactory substitute means of ingress or egress from the same public roadway, Lessee shall thereafter have the option either (a) to terminate this Lease upon written notice to Lessor within thirty (30) days after said four (4) month period has expired; (b) not to so terminate but withhold all minimum fixed rent payments due after said four (4) month period has expired until said substitute ingress or egress is opened, and further Lessee shall retain such withheld rent payments as liquidated damages; provided, however, that during any such period Lessee shall pay percentage rent equal to three percent (3%) of all gross sales made during such period, but such amount of gross sales shall not be used in computing percentage rent pursuant to paragraph 2.2 of this Lease.

ELH

LEGAL DESCRIPTION

PARCEL 1:

That part of the East 1/2 of the Southwest 1/4 of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at a point on the West line of the East 33 feet of the Southwest 1/4 of Section 29 Township 38 North, Range 14 East of the Third Principal Meridian said point being 7.00 feet South of the South line of the North 1/4 of the East 1/2 of the Southwest 1/4 of said Section 29, thence South along the West line of the East 33 feet of said Southwest 1/4 of Section 29, (said line also being the West line of Racine Avenue) to the South line of the North 25 feet of Lot 2 in William Redda's Subdivision of Block 25 (except the West 125.00 feet) in Jones's Subdivision of the West 1/2 of said Section 29 (except certain tracts conveyed) according to the plat of said William Redda's Subdivision registered as Document No. 343920, said point being 226.70 feet North of the North line of 77th Street; thence West along the South line of the North 25 feet of Lot 2, aforesaid to the West line of said Lot 2; thence North along the west line of Lot 2, the West line of Lot 1, in said subdivision of Block 25, aforesaid, and said West line of Lot 1 extended North to the South line of the North 15 chains of said Southwest 1/4 of Section 29 thence West along the South line of the North 15 chains of said Southwest 1/4 of Section 29, a distance of 397.06 feet more or less to the East line of the West 663.39 feet of the East 1/2 of the Southwest 1/4 of said Section 29, thence North along said East line of the West 663.39 feet of the East 1/2 of the Southwest 1/4 of said Section 29, a distance of 334.60 feet more or less to the South line of West 76th Street as opened by condemnation per Document No. 12300011; thence East along said South line of West 76th Street to a point on said line, being 14.72 feet West of the West line of the East 33 feet of the Southwest 1/4 of said Section 29, thence Southeasterly along a diagonal line to the point of beginning.

PARCEL 2:

Lots Thirty One (31), Thirty Two (32), Thirty Three (33) Thirty Four (34), Thirty Five (35), Thirty Six (36), Thirty Seven (37), Thirty Eight (38), Thirty Nine (39), Forty (40), Forty One (41), Forty Two (42), Forty Three (43), and Forty Four (44) in Block Nine (9) in Auburn on the Hill First Addition being Hart's Subdivision of Blocks Nine (9), Ten (10) and Twenty Two (22) in the subdivision of the Southeast 1/4 of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian (except the North 99 feet) in Cook County, Illinois.

Address: 7601-33 and 7600 and 7638 S. Racine, Chicago, IL

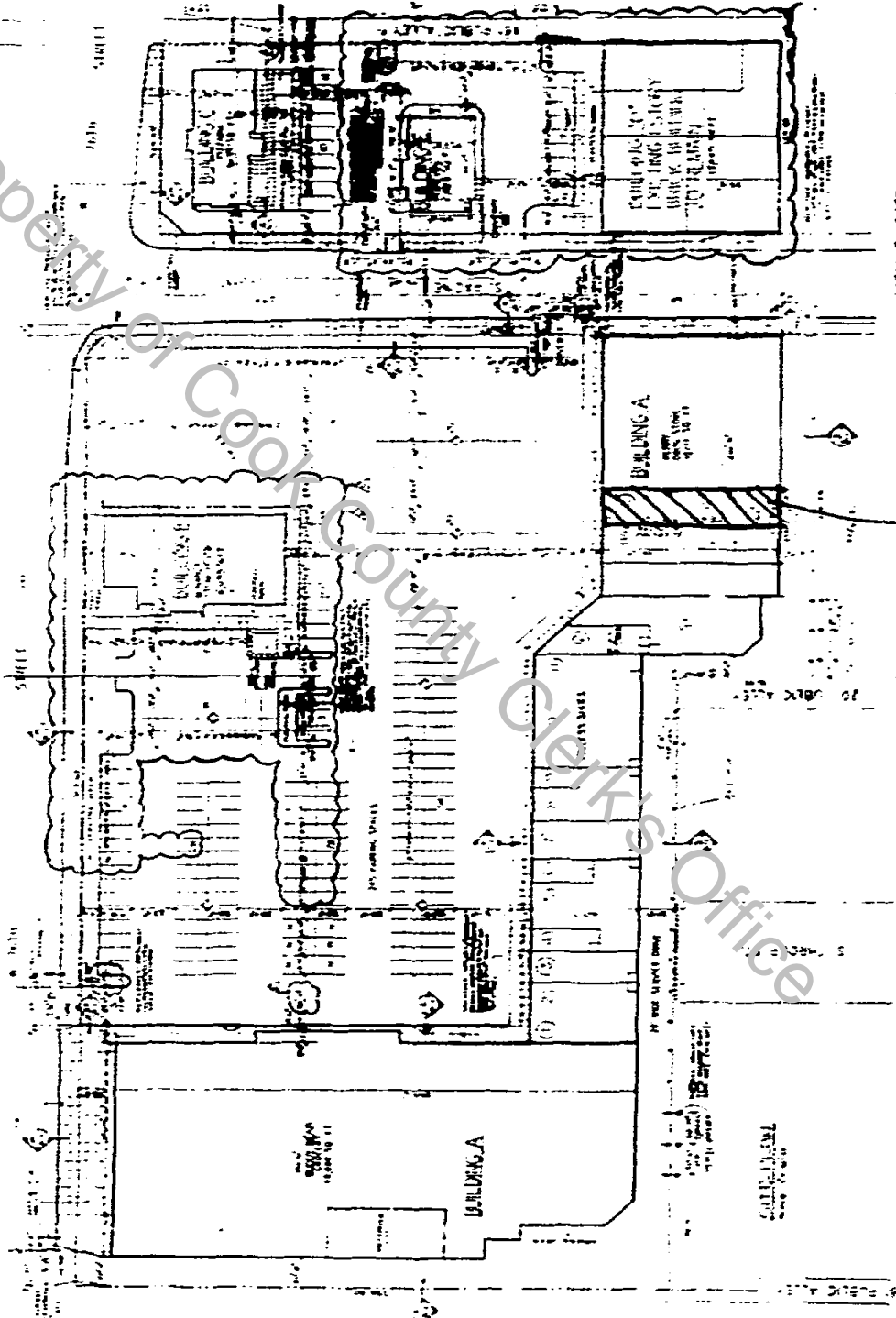
Tax Nos. (Parcel 1) 20-29-307-002 and 20-29-307-003
(Parcel 2) 20-29-408-011, 20-29-408-040 and 20-29-307-017

*lots 31, 32, 33, 34, E. C. O. lot
35, 36, 37, 38, 39, 40,
41, 42, 43, 44,*

87388188

ELH

Property of Cook County Clerk's Office



TRAK AUTO
52' x 100'

87388188

3/4/87

EKA

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