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Approved as to Form
by General Counsel
January 29, 1988

IL031012088101598
SFLI-4058

LEASE

THIS LEASE, made this 29th day of January, 1988, between NATIONAL ADVERTISING COMPANY, a subsidiary of Minnesota Mining and Manufacturing, a Delaware corporation, (hereinafter called "Lessee") and SANTA FE LAND IMPROVEMENT COMPANY, a California corporation, (hereinafter called "Lessor").

PART I: BASIC LEASE TERMS

- A. Premises: The land and any existing improvements and facilities existing thereon located at Hodgkins/Willow Springs, County of Cook, State of Illinois, as shown on the print No. IL0310120, dated October 27, 1987, attached as Exhibit A and made a part hereof.
- B. Term: The Term shall commence on June 1, 1988 (the "Lease Commencement Date") and shall be on a month-to-month basis until terminated at any time by either party upon 30 days' written notice to the other party.
- C. Use: as site for placement of a 14' X 48' double-faced, illuminated signboard.
- Lessee shall not construct any improvements on the Premises other than the signboard specified above.
- D. Initial Rent: The rent for the Premises shall be 20% of Lessee's Gross Revenue, subject to a minimum of \$7,200.00 ("Base Rent") per year. The Base Rent shall be payable annually in advance. The term "Gross Revenue" means all sums received by Lessee, without deduction of any amount or expense, as a result of the signboard on the Premises.

Within sixty (60) days after each anniversary of the Lease Commencement Date, Lessee shall furnish Lessor with a detailed statement of the Gross Revenue for the year before such anniversary, accompanied by payment of the excess, if any, of 20% of such Gross Revenue over the Base Rent. Lessee shall maintain books and records satisfactory to Lessor of its Gross Revenue. Lessor, its agent and/or employees, shall have the right to audit such books and records at any time during regular business hours during the term of this lease and for at least five years after expiration or termination hereof. If said audit shall establish deficiency of rental due Lessor, Lessee agrees to immediately pay to Lessor the amount of such deficiency. If the deficiency is greater than 2% of the excess over Base Rent paid to Lessor, Lessee shall reimburse Lessor for the cost of the audit immediately upon billing therefor.

Prepared by: Sharon Hess
National Advertising Co.
280 W. Frontage Rd. North
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ATTN: Sharon Hess

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E. Security Deposit: \$ NONE

F. Insurance:

Comprehensive General Liability Insurance and Automobile liability insurance, each with limits of \$2,000,000 or more combined single limit per occurrence.

Workers' Compensation Insurance in at least the statutory amount.

Employers' Liability Insurance with limit of \$1,000,000 or more.

G. Addresses for notices:

To Lessor:

SANTA FE LAND IMPROVEMENT COMPANY
c/o SANTA FE PACIFIC REALTY CORPORATION
12850 Spurling Drive, Suite 100
Dallas, Texas 75230

To Lessee:

NATIONAL ADVERTISING COMPANY
6850 South Harlem Avenue
Bedford Park, IL 60501-0902

H. Address for Payments to Lessor: Checks payable to SANTA FE LAND IMPROVEMENT COMPANY shall be mailed to SANTA FE LAND IMPROVEMENT COMPANY, c/o SANTA FE PACIFIC REALTY CORPORATION, 12850 Spurling Drive, Suite 100, Dallas, Texas 75230.

I. The foregoing Basic Lease Terms, the General Lease Terms set forth in the attached Part II, and the attached Exhibit is incorporated into and made a part of this Lease. If there is any conflict between the Basic Lease Terms and the attached General Lease Terms, the latter shall control.

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LESSOR:

SANTA FE LAND IMPROVEMENT COMPANY
a California corporation

BY: Santa Fe Pacific Realty Corporation
its agent


Title: Property Manager

LESSEE:

NATIONAL ADVERTISING COMPANY
a Delaware corporation

By: J. J. Weckley

Title: Dist. Mgr.

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PART II. GENERAL LEASE TERMS

1. PREMISES AND TERM

Lessor hereby leases to Lessee the Premises for the Term shown in the Basic Lease Terms, subject to the terms and conditions set forth in this Lease.

2. USE

Lessee shall not use the Premises for any use other than that stated in the Basic Lease Terms, and shall not make any alterations to the Premises except as required for such use. LESSEE SPECIFICALLY ACKNOWLEDGES THAT THIS IS A 30 DAY LEASE AND THAT LESSEE HAS NOT RELIED ON ANY REPRESENTATIONS BY ANY AGENT OR EMPLOYEE OF LESSOR TO THE CONTRARY IN MAKING ANY IMPROVEMENTS TO THE PREMISES.

Lessee shall not permit to be placed on the Premises or improvements any sign not solely related to the business of Lessee conducted on the Premises.

Lessee shall not permit any damage, nuisance or waste on the Premises. Lessee shall not permit to be placed upon the Premises any gasoline or any hazardous or explosive material, waste or substance.

Lessee, at its expense, shall arrange for the filing of any map required under any subdivision map act and of any environmental impact report required by any governmental body having jurisdiction in the matter.

If any governmental body seeks to impose any conditions on approval of Lessee's use of the Premises, Lessor may terminate this Lease forthwith if any such condition will affect any other property of Lessor or will affect the Premises after this Lease is no longer in effect.

3. CONDITION OF PREMISES

Lessee warrants it has examined the Premises and accepts the Premises in an "AS IS, WHERE IS" condition with all faults and with full knowledge of the physical condition, of all zoning and other land use laws and regulations affecting the Premises, and of the conditions, restrictions, encumbrances and all matters of record relating to the Premises.

There may be subterranean facilities on the Premises, notwithstanding the absence of markers, monuments or maps indicating their existence.

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4. RENT

Lessee shall pay in advance to Lessor as rental for the Premises the amount shown as Rent in the Basic Lease Terms at the times payable as set forth therein, without deduction, setoff, prior notice or demand. If the Lease Commencement Date falls on a day other than the first day of a calendar month, the Rent for the period between the Lease Commencement Date and Rent Base Date shall be prorated. Upon termination of this Lease, unless Lessee is then in default, any unearned portion of the Rent paid in advance will be refunded to Lessee upon Lessee's written demand if made within thirty (30) days after termination.

5. RENT REVISION

Lessor may, at any time, increase the rent by giving Lessee thirty (30) days' notice of such adjustment and its effective date.

The Rent, as so increased, shall be effective as of the date so specified in the thirty (30) days notice, notwithstanding Lessor's acceptance of a lesser amount and notwithstanding any billing by Lessor for a lesser amount.

6. SECURITY DEPOSIT

(a) Concurrently with the execution of this Lease, Lessee shall deposit with Lessor the Security Deposit indicated in the Basic Lease Terms as security for Lessee's performance of this Lease. Lessor shall not be required to keep the Security Deposit separate from its general funds. Lessee shall not be entitled to interest on such deposit.

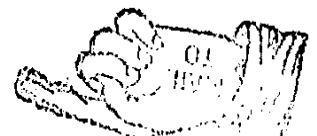
(b) If Lessee breaches any provision of this Lease, including, but not limited to, the payment of rent, repair of damages to the Premises and the cleaning of the Premises upon termination of this Lease, Lessor may apply the Security Deposit to the payment of rent or any other sum in default, or to reimburse Lessor for any amount which Lessor may spend or become obligated to spend by reason of Lessee's default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of the Security Deposit is so applied, Lessee shall, within five (5) days after written demand therefor, deposit with Lessor an amount sufficient to restore the Security Deposit to its original amount.

(c) If Lessee has fully performed each of its obligations hereunder, the Security Deposit or any balance thereof shall be returned to Lessee no later than thirty (30) days after the expiration or termination of the Lease.

(d) Lessor may, upon thirty (30) days' written notice, require Lessee to increase the Security Deposit to an amount specified by Lessor.

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7. TAXES

(a) Lessee shall pay, before they become delinquent, all taxes, charges, and assessments which are levied upon, or assessed against any improvement or personal property placed upon the Premises by Lessee.

(b) In addition to the taxes and assessments specified above, Lessee shall pay to Lessor any privilege, sales, gross income or other tax (not including federal or state income tax) imposed upon the rent received by Lessor by any agency having the authority to do so.

8. ADDITIONAL RENT; INTEREST; LATE CHARGES

Additional Rent. All costs and expenses which Lessee assumes or agrees to pay under this Lease shall be deemed additional rent. If Lessee defaults in making any payment required of Lessee hereunder (other than the payment of Rent) or in performing any obligation hereunder which can be performed by the expenditure of money, Lessor may, without obligation to do so, make such payment or expenditure. Such payment or expenditure by Lessor shall be payable as additional rent upon demand by Lessor.

Late Charges. Lessee acknowledges that Lessee's late payment of Rent and other sums due hereunder will cause Lessor to incur costs (including without limitation processing and accounting costs) not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, Lessee agrees to pay Lessor, as additional rent and without further notice from Lessor, a late charge equal to the greater of \$50.00 or 5% of any overdue amount, if such amount is not paid within 10 days after it is due.

Interest. Lessee shall pay Lessor, as additional rent, interest at the rate of ten percent (10%) per annum or at the highest rate permitted by law, whichever is lower, on all amounts due hereunder from the date due until paid; provided, however, that, except as provided elsewhere in this Lease, interest shall not be payable on any such amount if such amount is paid within 10 days after the date is due or, in the case of amounts to be demanded by Lessor, within 10 days after the date of such demand.

9. UTILITIES

Lessee shall arrange and pay for all utilities, including without limitation, water, power, heat, garbage, communications and sewer services, to be used in connection with this Lease.

If Lessor contracts with a utility company to provide access for service to Lessee at the Premises for Lessee's sole use, Lessee shall pay to Lessor a minimum sum of \$250 upon receipt of a bill therefor to partially defray administrative costs.

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10. MAINTENANCE AND REPAIR

Lessee shall, at its expense and to the satisfaction of Lessor, keep and maintain the Premises and all improvements thereon in good repair and in a neat and safe condition, and shall promptly make all repairs and replacements that may become necessary to the Premises or improvements thereon, whether structural or nonstructural, ordinary or extraordinary.

11. ALTERATIONS

Lessee shall make no alteration or improvement to the Premises without Lessor's prior written consent.

Lessor's decision to refuse to give such consent shall be conclusive. If Lessor consents to such alterations, repairs or additions, before commencement of the work or delivery of any materials onto the Premises, Lessee shall furnish Lessor with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and indemnification in form and amount satisfactory to Lessor and waivers of lien against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the alterations, repairs or additions. Whether Lessee furnishes Lessor the foregoing or not, Lessee hereby agrees to hold Lessor harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations, repairs or additions.

12. LIENS

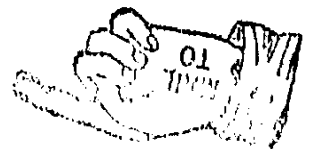
Lessee shall not commence any repairs (except emergency repairs), changes or alterations on the Premises until fifteen (15) days after Lessor has received notice from Lessee stating the date such repairs, changes or alterations are to commence. Lessor shall have the right to enter the Premises to post notices of nonresponsibility.

Lessee shall not permit any mechanics' or other liens to be filed against the Premises nor against Lessee's leasehold interest therein by reason of labor or materials furnished to the Premises at Lessee's instance or request. If any such lien is filed against the Premises, Lessee shall cause the same to be discharged of record by payment of the claim or provide Lessor with security acceptable to Lessor (in its sole discretion) to ensure that said claim shall be discharged, within twenty (20) days after demand by Lessor. If Lessee fails to so discharge the lien or provide security therefor, Lessor may, at its election, discharge the lien, and in such event the sums so paid by Lessor, with interest at the rate provided in Section 8 of these General Lease Terms, shall be deemed to be additional rent due and payable by Lessee immediately upon written notice by Lessor. Lessee shall indemnify, hold harmless and defend Lessor from and against any such lien.

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13. INDEMNIFICATION

Lessee shall release, defend (with counsel satisfactory to Lessor) and indemnify Lessor from and against any and all claims, liability, cost and expense for loss of or damage to property and for injuries to or death of any person (including, but not limited to, the property and employees of each party hereto) when arising or resulting from:

- (a) the construction of any improvements authorized hereunder or the location of any improvement on the Premises,
- (b) the use of the Premises by Lessee, its agents, employees, or invitees,
- (c) breach of this Lease by Lessee, or
- (d) the condition of the Premises or any part thereof,

regardless of whether such liability, cost or expense is caused or contributed to by the negligence, active or passive, of Lessor, except to the extent that Lessor cannot exempt itself from liability under Illinois Revised Statutes Ch. 80 § 91.

The term "Lessor," as used in this Section 13, Sections 14 and 15, shall include the successors, assigns and affiliated companies of Lessor.

14. COMPLIANCE WITH LAW; ENVIRONMENTAL IMPAIRMENT

Lessee, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to the use of the Premises, regardless of when they become or became effective, including, without limitation, those relating to construction, grading, signage, health, safety, noise, environmental protection, waste disposal, and water and air quality, and shall furnish satisfactory evidence of such compliance upon request of Lessor.

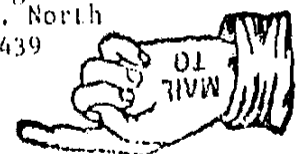
Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises due to Lessee's use and occupancy thereof, Lessee, at its expense, shall clean all property affected thereby, to the satisfaction of Lessor (insofar as the property owned or controlled by Lessor is concerned) and any governmental body having jurisdiction thereover.

Lessee shall indemnify, hold harmless and defend Lessor from and against all liability, claims, costs and expense (including, without limitation, any fines, penalties, judgments, litigation costs, attorneys' fees, consulting, engineering and construction costs) incurred by Lessor as a result of Lessee's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during or after the Lease Term and regardless of whether such liability, cost or expense is caused or contributed to by the negligence, active or passive, of Lessor, except to the extent that Lessor cannot exempt itself from liability under Illinois Revised Statutes Ch. 80 §91.

SR 10799

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15. INSURANCE

While this Lease is in effect, Lessee shall, at its expense, maintain and furnish evidence of insurance written through an insurance company having a Best's rating of B + 13 or better and licensed to do business in the state in which the Premises are located, meeting the requirements stated below in form satisfactory to Lessor, for each of the following types of insurance in amounts not less than the amounts shown on the Basic Lease Terms:

A. Comprehensive general liability insurance or commercial general liability insurance on an occurrence basis which provides for the following:

- (1) Such insurance shall be primary, without right of contribution from other insurance which may be in effect.
- (2) Such insurance shall not be invalidated by the acts or omissions of other insureds.
- (3) Such insurance shall not be modifiable or cancellable without 30 days' prior written notice to Lessor (except in the case of cancellation for nonpayment of premium in which case cancellation shall not take effect until at least 10 days' notice has been given to Lessor). This provision is hereinafter referred to as "Notice of Modification or Cancellation."
- (4) Lessor and Santa Fe Pacific Realty Corporation ("SFPR") shall be named as additional insureds.
- (5) Contractual liability.
- (6) Premises, products/completed operations, and personal injury endorsements.
- (7) Severability of interest clause.
- (8) In the case of commercial general liability insurance, the policy must also provide for aggregate coverage at each location and for reinstatement of the aggregate in the event the limits of the policy are exhausted.

B. Comprehensive automobile liability insurance which provides for the following:

- (1) Such insurance shall be primary, without right of contribution from other insurance which may be in effect.
- (2) Such insurance shall not be invalidated by the acts or omissions of other insureds.

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- (3) Notice of Modification or Cancellation.
- (4) Lessor and SFPR shall be named as additional insureds.
- (5) Severability of interest clause.

C. Workers' compensation insurance which shall cover all persons employed by Lessee in the conduct of its operations on the Premises and shall provide for the following:

- (1) Waiver of subrogation against Lessor and SFPR.
- (2) Notice of Modification or Cancellation.
- (3) All states endorsements.
- (4) Coverage for Longshore and Harbor Workers Act, if applicable.

D. Employer's liability endorsed to provide for Notice of Modification or Cancellation and waiver of subrogation against Lessor and SFPR.

E. Any umbrella or excess (following form) liability insurance will provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance, and will provide for Notice of Modification or Cancellation.

Either a properly completed certificate of insurance to which has been attached an endorsement naming Lessor and SFPR as additional insureds, both executed by an authorized representative of the insurer or insurers or a certified copy of the policy or policies shall be furnished to Lessor for approval prior to the Lease Commencement Date and no later than thirty (30) days prior to expiration of any insurance policy.

16. TERMINATION; SURRENDER OF PREMISES

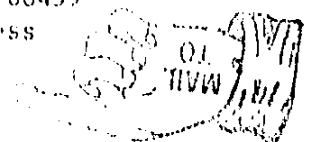
Upon termination of this Lease, Lessee shall leave the Premises in a neat and clean condition, satisfactory to Lessor and free of all Lessee's personal property.

Lessee shall remove any alterations and improvements made by Lessee from the Premises and restore the Premises to their original condition (normal wear and tear excepted) prior to termination of this Lease. If Lessee fails to do so, Lessor may perform such removal and restoration in which case Lessee shall pay Lessor within thirty (30) days after demand therefor (1) an amount equal to the Rent (as in effect immediately before termination) for the period during which such removal is accomplished to compensate Lessor for the loss of rent to Lessor resulting from the unavailability of the Premises for leasing to another tenant during such time and (2) the cost of removal of such improvements. Lessor will use reasonable diligence in the removal of such improvements.

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Termination of this Lease shall not release either party from any liability or obligation hereunder resulting from an event which occurred before termination.

17. CONDEMNATION

If all or part of the Premises is acquired by eminent domain or purchase in lieu thereof, Lessee shall have no claim to any compensation awarded for the taking of the Premises or any portion thereof, including Lessee's leasehold interest therein or to any compensation paid as severance damages; however, Lessee shall be entitled to any award granted separately to Lessee for the loss or damage to Lessee's improvements.

18. DEFAULT

Lessee shall be in default hereunder if Lessee fails to pay the rental or to make any other payment required to be made by Lessee hereunder within three (3) days after written notice by Lessor or fails to perform any other term or condition of this Lease within fifteen (15) days after written notice by Lessor or abandons or vacates the Premises. If Lessee is in default hereunder, Lessor, may, in addition to any other remedies it may have at law or equity, terminate this lease forthwith.

19. ASSIGNMENT, SUBLETTING

Lessee shall not assign or encumber or transfer its interest in this Lease or in the Premises, in whole or in part, or sublease all or any part of the Premises.

20. DISPOSSESSION

If Lessee is lawfully deprived of the possession of all or any part of the Premises by a party other than Lessor, Lessor may, upon receipt of notice from Lessee setting forth the circumstances, either install Lessee in possession of the Premises or terminate this Lease and refund to Lessee the pro rata amount of any prepaid rental for the unexpired term of this Lease after receipt of such notice. Lessor shall not be liable to Lessee for any loss, damage or claims resulting from such deprivation of possession.

21. NOTICES

All notices shall be in writing and shall be deemed to have been given when delivered personally or deposited in the United States mail, registered or certified, postage prepaid, and addressed to the party to whom the notice is directed at the address set forth in the Basic Lease Terms. Payments to Lessor shall be made at the address for payments set forth in the Basic Lease Terms. Either party may change the address for notices or Lessor may change the address for payments by giving the other party notice to that effect.

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22. ATTORNEYS' FEES

If either party brings any action against the other to enforce or collect any sum due under this Lease or if Lessor brings an action for unlawful detainer of the Premises, the losing party shall pay the reasonable attorneys' fees of the prevailing party in addition to the judgment and court costs.

23. LESSOR'S RIGHT OF ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the Premises at all reasonable times for the purpose of inspection, posting notices of nonresponsibility, or exhibiting the Premises to prospective tenants or buyers.

24. NONWAIVER

Lessor's failure to enforce or exercise its rights with respect to any provision hereof shall not be construed as a waiver of such rights or of such provision. Acceptance of rent or any other sum shall not be a waiver of any preceding breach by Lessee of any provision hereof, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

25. TIME OF ESSENCE

Time is of the essence of each provision of this Lease.

26. ENTIRE AGREEMENT; AMENDMENT

This Lease sets forth the entire agreement between the parties with respect to the lease of the Premises and supercedes all prior agreements, communications, and representations, oral or written, express or implied, since the parties intend that this be an integrated agreement. This agreement shall not be modified except by written agreement of the parties.

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Lease #331-08850C/08851C
SFL1-4058

P.L.N. #18-28-103-020

LEGAL DESCRIPTION: Part of the W. 1/2 of Section 28, Twp 38 N., R. 12, E. of
the 3rd P.M. in Cook County, Illinois.

State of Illinois)
County of Cook) ss.

On this 24th day of AUGUST 1988, before me GERI
WARNING the undersigned officer, personally appeared W. A.
CHARTER

CHARTER known to me (or satisfactorily proven) to be the
person whose name is subscribed to the above instrument, and being informed of the
contents of said instrument, acknowledged that he or she voluntarily executed the
same for the uses and purposes herein contained.

In witness whereof, I have hereunto set my hand and official seal.

Gerri Warning
(Signature of Officer)

"OFFICIAL SEAL"
GERI WARNING
My Commission as
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/17/92

PROPERTY OF COOK COUNTY CLERK'S OFFICE

88404599

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2013-01-15 10:00 AM

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General Motors 1-322

26.07 AC (13)

THE AT B. S. FRY CO
SPL. 2664
18.2 AC

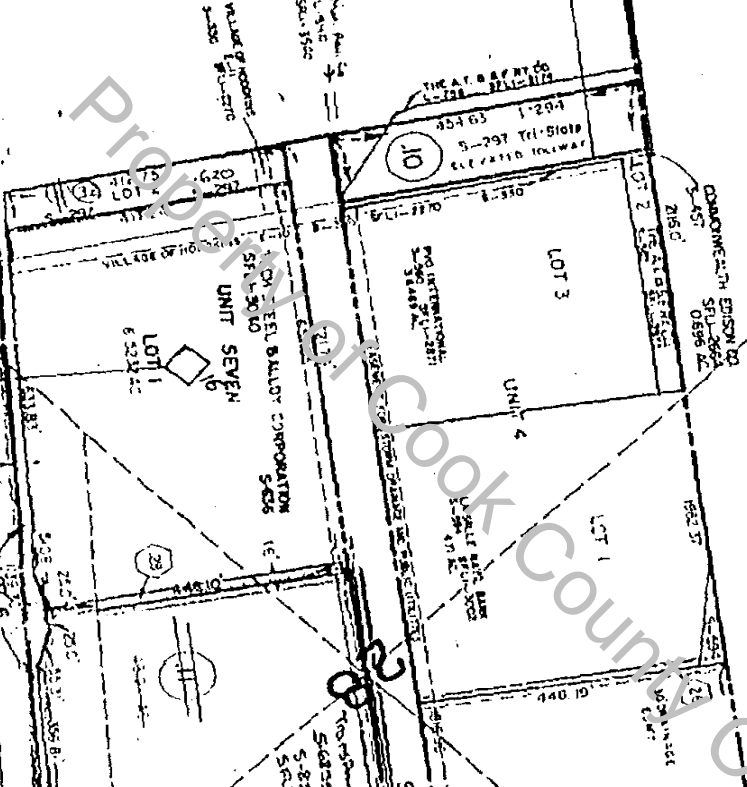
THE AT B. S. FRY CO
SPL. 2664
18.2 AC

Exhibit "A" to lease dated
January 29, 1988 between the
Santa Fe Land Improvement Company
and
National Advertising Company
110310120

Property Cook County Clerk's Office

88-104598

(20)
404 AC



88-104598

This property was not described in
the plat filed from Chicago to SPL 111
because it was reserved because it was owned
by the National Advertising Company prior to the
date of the plat filed to the Cook County Clerk's
Office. It is hereby declared to be a part of
the property described in the plat filed to the
Cook County Clerk's Office.

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