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COOK COUNTY, ILLINOIS  
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This instrument was prepared by and after recording is to be returned to:

Joseph J. Sperber, Esq.  
Davis Polk & Wardwell  
1 Chase Manhattan Plaza  
New York, New York 10005

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MEMORANDUM OF RESTATED GROUND LEASE

MEMORANDUM OF RESTATED GROUND LEASE (this "Memorandum"), dated as of October 27, 1988, between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York corporation, as Trustee under Declaration of Trust dated December 9, 1960 for the Commingled Pension Trust Fund (Special Situation Investments - Real Estate), having an address at 522 Fifth Avenue, New York, New York 10036 ("Lessor"), and ROUSE-RANDHURST SHOPPING CENTER, INC., a Maryland corporation having an address at 10275 Little Patuxent Parkway, Columbia, Maryland 21044 ("Lessee").

WITNESSETH:

WHEREAS\*:

A. Reference is hereby made to that certain memorandum of lease dated as of June 30, 1981 between Lessor and LaSalle National Bank, a national banking association, not personally but solely as trustee under trust agreement dated May 5, 1981 and known as trust no. 103910 ("Original Lessee"), recorded in the Office of the Recorder of Cook County, Illinois as Document No. 25922901 and registered in the Office of the Registrar of Titles for said County as Document No. 3221727 (the "Original Memorandum"), which relates to that certain ground lease dated as of June 30, 1981 between Lessor and Original Lessee, which has been amended by that certain first amendment to ground lease dated as of June 30, 1981 between Lessor and Original Lessee, that

\* Capitalized terms not otherwise defined herein are defined in Section 1.

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follows:

Lessor and Lessee hereby covenant and agree as

hereby amended and restated in its entirety as follows:  
the parties hereby agree that the Original Memorandum is  
the Lease, and intending to be bound by the Lease and hereby,  
in consideration of the covenants and agreements set forth in  
NOW, THEREFORE, in consideration of the premises,

D. Lessor and Lessee desire to further amend and  
to restate the Original Memorandum in its entirety as set  
forth herein and to record this Memorandum as a memorandum of  
the Lease.

C. Reference is also hereby made to that certain  
restated ground lease dated as of the date hereof between  
Lessor and Lessee (the "Lease"), pursuant to which Lessor and  
Lessee agreed to amend and restate the Original Ground Lease  
in its entirety.

E. Reference is hereby made to that certain  
assignment and assumption agreement dated as of the date  
hereof from Original Lessee, as assignor, to Lessee, as  
assignee, to be recorded in the Office of said Recorder and  
registered in the Office of said Registrar contemporaneously  
with the recording and registration of this Memorandum (the  
"Assignment"), by which Assignment Original Lessee assigned  
all its estate, right, title and interest in, to and under  
the Original Ground Lease to Lessee and Lessee assumed among  
other things all of Original Lessee's obligations under the  
Original Ground Lease.

1. certain second amendment to ground lease dated December 1,  
1983 between Lessor and Original Lessee recorded in the  
Office of said Recorder as Document No. 27113754 and  
registered in the Office of said Registrar as Document No.  
3374652, that certain third amendment to ground lease dated  
as of July 28, 1987 between Lessor and Original Lessee  
recorded in the Office of said Recorder as Document No.  
87420607 and registered in the Office of said Registrar as  
Document No. 3639410, and that certain fourth amendment to  
ground lease dated as of July 28, 1987 between Lessor and  
Original Lessee recorded in the Office of said Recorder as  
Document No. 87420610 and registered in the Office of said  
Registrar as Document No. 3639422 (the "Original Ground  
Lease"), which Original Memorandum and Original Ground Lease  
affect the Land described therein and in Exhibit A hereto.

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SECTION 4. Extended Term. The Term may be extended by the mutual written agreement of Lessor and Lessee, for a period of 20 years for the same Rent and upon and subject to

(b) The Term shall be deemed to be a continuation of the Term (as defined in the original ground lease) of the original ground lease.

SECTION 3. Term of Lease. (a) The Term of the Lease (which commenced on June 30, 1981) shall continue from the date hereof and, unless extended or terminated as provided herein, shall expire at midnight on June 30, 2013.

TO HAVE AND TO HOLD the Premises for the Term described in Section 3.

the parcel or parcels of the land described in Exhibit A, Part I, together with all interests, including all of the rights, licenses, easements and privileges, under the agreements described in Exhibit A, Part II, together with all rights, title and interest of Lessor in and to all rights of way or use, servitudes, licenses, easements, tenements, hereditaments and appurtenances now or hereafter belonging or pertaining to the land, provided that this Lease shall vest in Lessee no right, title or interest in or to the improvements or personal property, which improvements and personal property are owned by Lessee until the expiration or termination of the Term, provided further that, upon the expiration or termination of the Term, title to the improvements and the personal property shall vest in Lessor as hereinafter provided.

SECTION 2. Leased Premises. In consideration of, and upon and subject to, the Rent and terms, covenants, conditions and other provisions set forth in the Lease, Lessor has leased and does hereby lease to Lessee, and Lessee has rented and leased and does hereby rent and lease from Lessor, the following premises:

SECTION 1. Definitions and Reference to Lease. Capitalized terms used, but not defined, in this Memorandum are defined in, or by reference in, Section 1.1 of the Lease and have the same meanings herein as therein. All of the terms, covenants, conditions and other provisions of the Lease are incorporated in this Memorandum by reference and the Lease and this Memorandum shall be deemed to be a single document.

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SECTION 19. Net Disposition Proceeds. The term "Net Disposition Proceeds" means from time to time the Net Condemnation Proceeds, the Net Insurance Proceeds, the Net Insurance Proceeds or any thereof or all thereof received by or made available to Lessee. In the event, and whenever, Net Disposition Proceeds shall be received or available from time to time (a) throughout the Loan Term, such Net Disposition Proceeds shall be and hereby are assigned to the Lender, Lessee shall pay such Net Disposition Proceeds or cause the same to be paid directly to the Lender, and such Net Disposition Proceeds shall be

SECTION 20. No Claims Against Lessor, Etc. Nothing contained in this Lease shall constitute any consent or request by Lessor, express or implied, or the performance of any labor or services or the furnishing of any materials or other property in respect of the Real Property or any part thereof, nor as giving Lessee any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Lessor or its interest in the Real Property in respect thereof.

SECTION 27. End of Term. Upon any expiration or other termination of this Lease (a) Lessee shall quit and surrender the Land, together with Lessee's interest in the Improvements thereon, to Lessor in good order and condition, except for ordinary wear and tear and for any condemned portion and any damage or destruction resulting in the termination of this Lease, and (b) the Improvements and Personal Property, including all additions, alterations and replacements thereof, shall thereupon be deemed to be conveyed to and become the sole property of Lessor, free of any right, title or interest on the part of Lessee and without the payment of any compensation by Lessor to Lessee; and Lessee shall execute and deliver to Lessor such documents as may be necessary to achieve such result.

SECTION 5. Certain Other Provisions. In addition, the Lease contains the following other provisions:

SECTION 27. End of Term. Upon any expiration or other termination of this Lease (a) Lessee shall quit and surrender the Land, together with Lessee's interest in the Improvements thereon, to Lessor in good order and condition, except for ordinary wear and tear and for any condemned portion and any damage or destruction resulting in the termination of this Lease, and (b) the Improvements and Personal Property, including all additions, alterations and replacements thereof, shall thereupon be deemed to be conveyed to and become the sole property of Lessor, free of any right, title or interest on the part of Lessee and without the payment of any compensation by Lessor to Lessee; and Lessee shall execute and deliver to Lessor such documents as may be necessary to achieve such result.

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-5-

applied and paid as provided in section 5.03 of the Mortgage and Subsection 4.4 of the Loan Agreement; and (b) throughout the Term after the expiration or termination of the Loan Term, such Net Disposition Proceeds shall be and hereby are assigned to Lessor, Lessee shall pay such Net Disposition Proceeds or cause the same to be paid directly to Lessor, and such Net Disposition Proceeds shall be applied and paid to the following items in the following order of priority (each item to be satisfied in full in the order listed below before such Net Disposition Proceeds are applied and paid to the subsequent item), to wit:

First: to the Lender, all cumulative Shortfall Interest (if any) accrued or accruing on the Loans and the Notes on the payment date and unpaid; and to Lessor, all Cumulative Shortfall Rent accrued or accruing under this Lease on the payment date and unpaid;

Second: to the Lender, all Basic Interest and Additional Interest (if any) accrued or accruing on the Loans and the Notes on the payment date and unpaid; and to Lessor, all Basic Rent and Contingent Rent accrued or accruing on the payment date and unpaid;

Third: to the Lender, all other amounts (if any) (other than principal and interest) due and payable under the Loan Documents and unpaid; and to Lessor, all other amounts (other than Basic Rent and the amount described in clause "fifth" below) due and payable under this Lease and unpaid;

Fourth: to the Lender, all outstanding principal amounts (if any) of the Loans and Notes;

Fifth: to Lessor, \$4,090,000 (less all payments previously made by Lessee to Lessor on account of said amount);

Sixth: to the Lender, all Supplemental Interest (if any) accrued or accruing on the payment date and unpaid;

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Name: Clifford E. Ricci  
Title: Assistant Secretary

*[Signature]*  
Attest:

[Corporate Seal]

Name: Anne S. [Signature]  
Title: Vice President

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK, as Trustee  
under Declaration of Trust  
dated December 9, 1960 for  
the Commingled Pension Trust  
Fund (Special Situation  
Investments - Real Estate)

LESSOR:

IN WITNESS WHEREOF, Lessor and Lessee have caused  
this Memorandum to be duly executed as of the date first  
above written.

32.1. Prohibited Transfers. Lessee shall not  
transfer Lessee's interests during the term until after  
June 30, 1993 and, thereafter during the term, Lessee  
shall not transfer Lessee's interest except as provided  
in Sections 32.3 and 32.4. Lessor shall not transfer  
Lessor's interests except as provided in Sections 32.3  
and 32.4.

SECTION 32. Transfer of Interests.

Seventh: to Lessee, the amount, if  
any, of such Net Disposition Proceeds  
remaining after payment of the amounts  
described in the preceding clauses  
"First" through "Sixth" above.

and to Lessor, all supplemental payments  
accrued or accruing on the payment date  
and unpaid; and

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-7-

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Attest:  
William E. Brown  
Name: William E. Brown  
Title: Assistant Secretary

[Corporate Seal]

BY: Ronald C. Wickwire  
Name: Ronald C. Wickwire  
Title: Vice President

ROUSE-RANDHURST SHOPPING  
CENTER, INC.

LESSEE:



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KATHLEEN RAY  
Notary Public, State of New York  
No. 03,4846483  
Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires .....

Property of Cook County

Commission Expires: 3/31/89

[Notary Seal]

Notary Public  
*Kathleen Ray*

GIVEN under my hand and Notarial Seal this 27<sup>th</sup> day of October, 1988.

I, Kathleen Ray, a Notary Public in and for said County in the State aforesaid, do hereby certify that Angie S. Peter Her, personally known to me to be a Vice President of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York corporation, and Clifford E. Rice, personally known to me to be an Assistant Secretary of said corporation and personally known to me to be the same persons whose 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 as said Vice President and Assistant Secretary, respectively, and said Assistant Secretary 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 of said corporation, for the uses and purposes therein set forth.

STATE OF NEW YORK )  
COUNTY OF NEW YORK )  
ss.:



TOGETHER WITH AND SUBJECT TO that certain Declaration of Reciprocal Easements dated as of July 21, 1987 by Lasalle National Bank, as Trustee under Trust Agreement dated May 5, 1981 and known as Trust No. 103910, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois

LESS AND EXCEPTING from said Lot one that part of the West 1/2 of the South East 1/4 of Section 27, Township 42 North, Range 11, East of the Third Principal Meridian, (except that part thereof falling in a 100 foot strip conveyed to the County of Cook by Deed recorded May 6, 1941 as Document 12674702 and filed May 5, 1941 as Document 11, 895623) described as follows: beginning at the South West corner of the South East 1/4 of said Section 27; thence on an assumed bearing of North 00 degrees 00 minutes 33 seconds East along the West line of said South East 1/4 259.99 feet; thence South 89 degrees 59 minutes 27 seconds East 50.00 feet to the Easterly right of way line of Elmhurst Road as dedicated per Plat recorded September 24, 1928 as Document 10155704 in said County; thence South 34 degrees 48 minutes 52 seconds East 99.76 feet; thence South 45 degrees 31 minutes 35 seconds East 168.13 feet; thence South 67 degrees 48 minutes 12 seconds East 74.96 feet to the Northerly right of way line of Kensington Road (Foundry Road); thence South 00 degrees 10 minutes 27 seconds West 32.88 feet to the South line of the South East 1/4 of said Section 27; thence North 89 degrees 49 minutes 33 seconds West along said South line 296.28 feet to the Point of Beginning).

EXHIBIT A  
Part I  
Description of the Land

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Common Street Address: Rand Road and Elmhurst Road  
Mt. Prospect, Illinois

PIN: 03-27-401-077

as Document No. 87408582 and registered in the office of the  
Registrar of Titles of said County as Document No. 3637430.

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## Part II

### Description of the Existing Agreements

1. Declaration of Reciprocal Easements dated as of July 21, 1987 by LaSalle National Bank, as Trustee under Trust Agreement dated May 5, 1981 and known as Trust No. 103910, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 87408582 and registered in the Office of the Registrar of Titles of said County as Document No. 3637430.
2. Restrictive Covenant dated as of July 1, 1987 among the Village of Mt. Prospect, LaSalle National Bank, as Trustee under Trust Agreement dated May 5, 1981 and known as Trust No. 103910, and Rouse-Randhurst Shopping Center, Inc., recorded in the Office of said Recorder on July 24, 1987 as Document No. 87408580 and registered in the Office of said Registrar as Document No. 3637438.

Proprietary Cook County Clerk's Office

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