

AMENDED AND RESTATED
MEMORANDUM OF LEASE

\$17.00

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of this 3rd day of ~~October~~, 1988, by and between Evergreen Plaza Associates, an Illinois limited partnership, as successor landlord to The Evergreen Park Shopping Plaza of Delaware, Inc. ("Landlord") and Evergreen Theatre Corporation, an Illinois corporation, as successor tenant by merger to Evergreen Building Corporation ("Tenant").

WITNESSETH:

1. For and in consideration of TEN DOLLARS (\$10.00) and other good and valuable considerations paid and exchanged between Landlord and Tenant, and in further consideration of the rent reserved and the covenants and conditions more particularly set forth in that certain lease between Landlord and Tenant dated November 15, 1963, a Memorandum of which Lease was recorded January 8, 1964 as document 19017218 and Supplemental Agreement dated November 12, 1964 and recorded November 20, 1964 as document 19308828, as supplemented and amended by Amendment to Lease dated October 1, 1977, Letter Agreement dated June 15, 1985 and Second Amendment to Lease dated July 1, 1988, (collectively the "Lease") Landlord has leased to Tenant, and Tenant has leased from Landlord, the premises depicted on the plot plan attached hereto as Exhibit A located on the real property described on Exhibit B attached hereto (collectively the "Premises").

2. The term of the Lease commenced on June 26, 1964, and terminates on September 30, 2014, unless otherwise terminated pursuant to the terms of the Lease.

3. Pursuant to the Lease, Tenant has no right of option to extend the term of the Lease and no right or option of first refusal with respect to any proposed purchase of the Premises.

4. Each and all of the terms, provisions, and conditions in the Lease are hereby incorporated by this reference as though fully set forth herein.

5. In the event the Lease is in the future amended or supplemented by written instrument executed by the parties in interest thereto or shall be assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum shall likewise and to the same effect be deemed amended, assigned or terminated, as the case may be.

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MD601C8

ACKNOWLEDGEMENT OF TENANT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that before me on this day personally appeared MARTIN ROSENFIELD and LOUIS KAPLES, known to me to be the _____ President and _____ Secretary, respectively, of Evergreen Theatre Corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of said corporation.

WITNESS my hand and official seal this 3rd day of November, 1988.

[Signature]
Notary Public

My commission expires: 3-19-89

COOK COUNTY CLERK'S OFFICE

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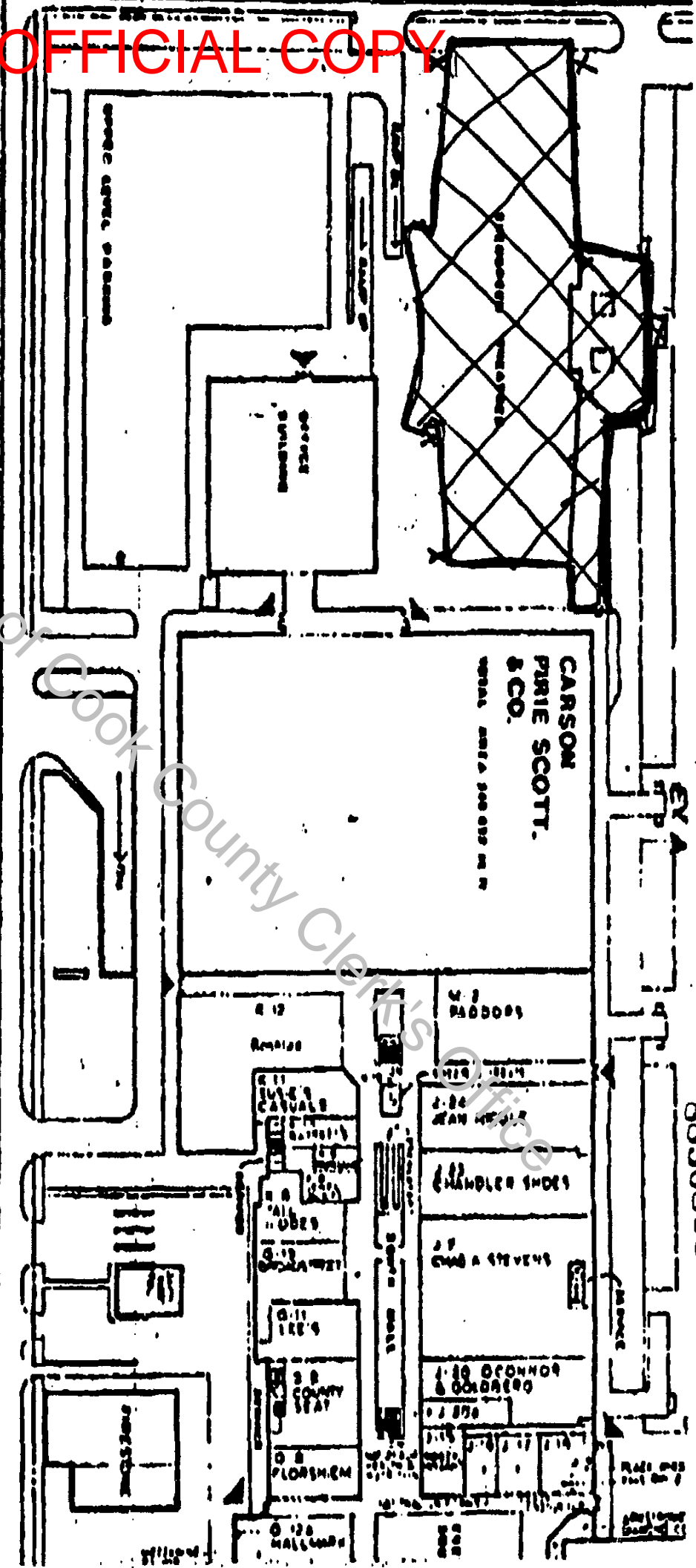
EXHIBIT

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SCALE 1" = 100'-0"

UPPER LEVER LEASE PLAN

1" = 5' Level walls



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EXHIBIT B

Legal Description

THAT PART OF LOT "A", INCLUDING ALL BUILDINGS, STAIRWAYS, COLUMNS, FOOTINGS AND SUPPORTS AND OTHER IMPROVEMENTS (EXCLUDING THE PORTION OF SHOPPING CENTER PARKING RAMP UNDERLYING A PORTION OF THE FRONT STAIRWAY) BEING A PARCEL OF LAND IN LOT "A" OF THE PLAT OF CONSOLIDATION OF ARTHUR RUBLOFF'S EVERGREEN PLAZA, CONSISTING OF SUNDRY PARCELS OF LAND IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID LOT "A" AT A POINT 21.31 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID LOT "A" AND RUNNING THENCE WEST ALONG A LINE PERPENDICULAR TO SAID EAST LOT LINE, A DISTANCE OF 277.91 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 17.72 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND AND THE POINT OF BEGINNING FOR THE DESCRIPTION THEREOF; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 147.33 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 132.36 FEET; THENCE NORTH 69 DEGREES 53 MINUTES 31 SECONDS WEST, A DISTANCE OF 25.21 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 5.10 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECOND EAST, A DISTANCE OF 106.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 5.20 FEET; THENCE NORTH 81 DEGREES 07 MINUTES 10 SECONDS EAST, A DISTANCE OF 23.86 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 133.18 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 24.40 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 122.93 FEET, THENCE SOUTH PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 353.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I. Number: 24-12-236-001
Street Address: 9740 S. Western Avenue
Evergreen Park, IL 60642

This instrument was prepared by
and after recording, mail to:

Maureen A. Dowd
Kirkland & Ellis
200 East Randolph Drive
Chicago, Illinois 60601

Box 289

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