1988 NOV -3 PM 3: 59

5850**8099**

88508095

MEMORANDUM OF GROUND LEASE



THIS MEMORANDUM OF GROUND LEASE ("Memorandum") dated as of this well day of Note of the thing of

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 ground lease between Landlord and Tenant dated Novencee 3. 1988 (the "Lease"), Landlord has leased, and does hereby lease, to Tenant, and Tenant has leased, and does hereby lease, from Landlord, the demised premises more particularly described on Exhibit A attached hereto (the "Premises").
- 2. The initial term of the Lease commenced on November 3, 1988 and terminates on February 29, 2008.
- 3. Pursuant to the Lease, Terent has a right and option to extend the term of the Lease for two (2) successive renewal terms of ten years each ending February 28, 2018 and February 29, 2028. Tenant has no right or option to purchase 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.
- 6. This Memorandum is executed in simplified short form for the convenience of the parties and for the purpose of recording the same and this Memorandum shall not have the effect of in any way modifying, supplementing or abridging the Lease or any of its provisions as the same are now or may hereafter be in force and effect. In the event of any conflict or ambiguity between the terms of the Lease and the terms set forth in this Memorandum, the terms of the Lease shall supersede and control.

t 8508095

47

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this

Memorandum as of the date first written above.

LANDLORD:

TENANT:

M & R THEATRES, INC.

By: Local By:

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do bereby certify that before me on this day personally appeared to be the free and President and that the Secretary, respectively, of Man Theatree, Inc., 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 28 day of Actalia, 1988

Motary Public

My commission expires: _____

WIEGINIA C. CASTANO
A Norary Public of New Jersey
My Commission Expires July 10, 1989

UNOFFICIAL COPY

ACKNOWLEDGEMENT OF TENANT

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	STATE OF ILLINOIS) SS.
County, in the State aforesaid, do hereby certify that before me on this day personally appeared	COUNTY OF COOK)
My commission expires: 3-19-89.	County, in the State aforesaid, do hereby certify that before me on this day personally appeared MARTIN LOCATION and LOCATION MARKED, known to me to be the President and Secretary, respectively, of Locate MARTING GLICOLOGICAL AND ARREST AND A
	WITNESS my hand and reficial seal this 2 day of
	Motary Jublic
C/T/S O/FE	My commission expires: $3-19-89$.
·Co	My commission expires: 3-19-89.

EXHIBIT A

PARCEL 1:

LOT 4 (EXCEPT THAT PART LYING NORTH OF A LINE 380 FEET SOUTH OF THE NORTH LINE OF SECTION 13 (ALSO BEING THE CENTER LINE OF HINTZ ROAD) AND EAST OF A LINE 216 FEET WEST OF THE WEST LINE OF LOT 5 EXTENDED) IN HENRY GRANDT AND OTHERS SUBDIVISION OF PART OF THE SOUTH 1420.62 FEET OF SECTION 12 WEST OF THE CENTER OF MILWAUKEE AVENUE AND A PART OF THE NORTH 1/2 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN THE REGISTRARS OFFICE OF COOK COUNTY, ILLINOIS ON JANUARY 29, 1923 AS DOCUMENT #172867 IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2:

THAT PART LYING WEST OF THE CENTER LINE OF MILWAUKEE AVENUE OF A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING ON THE EAST LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD TRINCIPAL MERIDIAN, 8.9 CHAINS SOUTH OF THE NORTH EAST CORNER THEREOF, THENCE SOUTH ON SAID LINE 5.10 CHAINS THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION, 32.80 CHAINS TO A POINT 7.20 CHAINS EAST OF THE WEST LINE OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SAID SECTION, THENCE NORTH PARALLEL WITH SAID WEST LINE 6.64 CHAINS, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION, 21.80 CHAINS TO THE CENTER OF THE DES PLAINES RIVER, THENCE SOUTHERLY ALONG THE CENTER OF SAID RIVER 1.57 CHAINS, THENCE EAST PARALLEL WITH SAID NORTH LINE 10.37 CHAINS TO THE PLACE OF BEGINNING (EXCEPT ANY PART FALLING SOUTH OF THE NORTH 924 FEET OF SAID SECTION) IN COOK COUNTY, ILLINOIS.

P. I. Number: 03-13-101-016

03-13-101-024 03-13-200-009

Street Address: 1010 South Milwaukee

Wheeling, Illinois

This instrument was prepared by and after recording return to:

Maureen A. Dowd Kirkland & Ellis 200 E. Randolph Chicago, IL 60601

BOX 289

UNOFFICIAL COPY

Property of County Clerk's Office

in the second person of the second second section of the second s