

88546749

This Memorandum of Lease is executed and delivered by Landlord not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, that no Landlord which is a land trust shall have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained and no liability or duty shall rest upon a Landlord which is a land trust to sequester the trust estate or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; that no personal liability nor personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against, LaSalle National Bank, individually or personally, on account of this Memorandum of Lease or on account of any representation, warranty, covenant, undertaking or agreement of Landlord in this Memorandum of Lease contained, either express or implied, all such personal liability, if any, being expressly waived and released by Tenant and by all persons claiming by, through or under Tenant.

This Memorandum of Lease is executed for the purpose of giving notice of the existence of the Lease. The Lease is deemed to be a material part hereof as though set forth at length herein.

Landlord hereby demises and leases to Tenant the premises legally described on Exhibit A attached hereto, and by this reference made a part hereof in the shopping center known as River Oaks West located in Calumet City, Illinois, subject to such other matters and things set forth in that Lease between Landlord and Tenant dated as of March 25, 1985 (the "Lease") for a term commencing on June 1, 1985 and ending on November 30, 2005, unless sooner terminated as provided in the Lease, with six separate options to renew the Lease for successive additional five-year terms, all at a rental and upon the terms, covenants and conditions set forth in the Lease.

WITNESSETH:

THIS MEMORANDUM OF LEASE, dated as of this 25th day of March, 1985, by and between LaSalle National Bank, not personally but solely as Trustee under Trust Agreement dated September 10, 1974 and known as Trust number 48200 ("Landlord") and Federated Department Stores, Inc., a Delaware corporation, having its principal office at Seven West Seventh Street, Cincinnati, Ohio ("Tenant").

1500

MEMORANDUM OF LEASE

88546749

NOV 29 AM 11:36

88546749

71-88-465D1

# UNOFFICIAL COPY

3 3 5 4 6 7 4 9

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be executed as of the date first above written.

LANDLORD:

LASALLE NATIONAL BANK

*Phyllis Callow*  
Secretary

not personally, but solely as Trustee as aforesaid

*[Signature]*  
VICE PRESIDENT

TENANT:

FEDERATED DEPARTMENT STORES, INC., a Delaware corporation

By: *[Signature]*  
ITS: Senior Vice President

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

James A. Parker, Esq.  
Rudnick & Wolfe  
Suite 1700  
203 North LaSalle Street  
Chicago, Illinois 60601

Property of Cook County Clerk's Office

88546749

# UNOFFICIAL COPY

8 0 5 4 5 / 1 9

## ACKNOWLEDGMENT

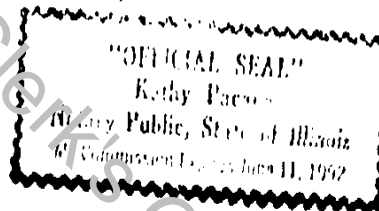
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Kathy Pacara, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that JOSEPH W. LANG, Vice President of LaSalle National Bank (herein called the "Bank") and Gregory Collins, Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Gregory Collins Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6<sup>th</sup> day of October, A.D., 1992.

Kathy Pacara  
Notary Public

My Commission Expires: 6-11-92



88546749

ACKNOWLEDGEMENT

STATE OF OHIO )  
 ) SS.  
COUNTY OF HAMILTON)

I, Cheryl K. Boston, a Notary Public in and for said County, in the State of aforesaid, do hereby certify that Daryl K. Mangan the Senior Vice President of Federated Department Stores, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 18th day of October, 1988.

Cheryl K. Boston  
Notary Public

My Commission Expires:

CHERYL K. BOSTON  
Notary Public, State of Ohio  
My Commission Expires July 1, 1992

Please Return to:

Daniel D. Seibel  
Godfrey S. Kahn, S.C.  
Milwaukee, WI 53202

10/18/88

88546749

# UNOFFICIAL COPY

8 8 5 4 5 / 1 9

## EXHIBIT A

Building "D" as depicted on that certain Land Title Survey prepared and certified by Joseph A. Schudt & Associates dated December 28, 1982, of the following described real estate:

Lot 10 in Venture Urban Subdivision, a Resubdivision of Lot 3 (excepting therefrom that part taken for additional right-of-way for 159th Street in Case No. 80 L 10516 in the Circuit Court of Cook County, Illinois) and of Lot 4 in Resubdivision of Lot 2 in River Oaks West Unit No. 2, a Subdivision of part of the Northeast 1/4 of Section 24, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 29-24-200-053

Volume: 215

603 RIVER OAKS WEST  
PALM MET CITY, IL

88546749