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Recorded at the request of
TRAK CORPORATION, and to
be mailed after recording to

For Recorders' Use:

88058129

TRAK CORPORATION
Attn: Legal Department, DARIENE JACKSON
3300 75th Avenue
Landover, Maryland 20785

PERMANENT PARCEL # 20-05-309-032

MEMORANDUM OF LEASE

11/10/87

Under date of ~~11/10/87~~ 11/10/87, **CHICAGO TITLE AND TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER A TRUST AGREEMENT DATED JUNE 6, 1984 AND KNOWN AS TRUST NO. 1085447**

hereinafter called "Lessor," and **Trak Corporation, d/b/a Trak Auto Corporation I**, a Delaware corporation, hereinafter called "Lessee", entered into a Lease which provides among other things, that for and in consideration of the rental therein reserved and upon the terms, conditions, covenants and provisions set forth at length therein, the Lessor leases, lets and demises under the Lease and the Lessee does take, accept, and rent from the Lessor for the term set forth in such Lease those certain premises situated in the City of Chicago, County of Cook, State of Illinois, and more particularly described in Schedule A attached hereto and made a part hereof and shown on a Plot Plan attached to and made a part of said Schedule A, together with all easements, rights, and appurtenances in connection therewith or thereunto belonging.

The above referred to Lease is made upon the terms, conditions, covenants and provisions set forth at length therein, each and all of which terms, conditions, covenants and provisions are hereby incorporated herein with the same force and effect as if set out at length herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

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CHICAGO TITLE AND TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER A TRUST AGREEMENT DATED JUNE 6, 1984 AND KNOWN AS TRUST NO. 1085447

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in full compliance with the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are hereby made and every one of them, made and intended not as personal warranties and agreements of said Trustee personally but and only intended to be made and intended by the Trustee in its capacity as Trustee of the trust property specifically described herein, and the Trustee shall not be held liable for any loss or damage to the trust property or for any loss or damage to the powers conferred upon it by the Trust Agreement, and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or claimed against the Trustee or said Trust Company on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument or on account of any expressed or implied, all such personal liability, if any, being expressly waived and released.

Shondra Lewis
ASST. VICE PRESIDENT

Taren Stiefel
ASST. SECRETARY

Lessor

TRAK CORPORATION
d/b/a **TRAK AUTO CORPORATION I**

By *[Signature]*
President

By *[Signature]*
Asst. Secretary

Lessee

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MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made this 10th day of October, 2010, between the undersigned lessors and lessee, all of whom are of legal age and sound mind, and are duly qualified to execute the same. The lessors are the heirs and assigns of the late [Name], who owned and possessed the premises hereinafter described, and the lessee is [Name]. The premises are situated in Cook County, Illinois, and are more particularly described as follows: [Description of premises]. The lessors hereby lease the premises to the lessee for a term of [Term], commencing on the date hereof and terminating on the date hereinafter specified. The lessee shall pay to the lessors the sum of [Rent] per month, in advance, on the [Day] of each month. The lessee shall also be responsible for the payment of all taxes, assessments, and charges levied or assessed against the premises during the term of this lease. The lessee shall use the premises for [Use] and shall not use the same for any other purpose without the written consent of the lessors. The lessee shall not assign, sublease, or otherwise dispose of the premises without the written consent of the lessors. This lease shall be binding on the heirs and assigns of both parties. The lessors warrant that they have the right to lease the premises and that the premises are free from all liens, mortgages, and other encumbrances. The lessee warrants that they are qualified to execute this lease and that they intend to use the premises for the purposes stated herein. The lessors and lessee have read and understand the contents of this lease and have executed the same voluntarily and without any duress, fraud, or coercion. This lease is intended to be a final and complete agreement between the parties and shall not be subject to oral modification. The lessors and lessee have executed this lease in duplicate, one copy of which is being retained by the lessors and the other copy by the lessee. Both copies are hereby certified to be true and correct copies of the original. The lessors and lessee have signed and delivered this lease in the presence of each other and in the presence of the undersigned witnesses. The lessors and lessee have signed and delivered this lease in the presence of each other and in the presence of the undersigned witnesses. The lessors and lessee have signed and delivered this lease in the presence of each other and in the presence of the undersigned witnesses.

Witness my hand and seal of office this 10th day of October, 2010, at [City], Illinois.
[Signature of Notary Public]
Notary Public for Cook County, Illinois

00100000

NOTARY PUBLIC
[Signature of Notary Public]

[Signature of Lessee]
[Signature of Lessor]

00100000

Property of Cook County Clerk's Office

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SCHEDULE A

Attached to and forming a part of that certain Indenture of Lease and Memorandum of Lease executed under date of December 7, 1983 by and between INTERSTATE BANK OF OAK FOREST AS TRUSTEE UNDER TRUST #83-15 DATED AUGUST 23, 1983, as Lessor, and TRAK AUTO EAST CORPORATION, as Lessee.

DESCRIPTION OF PROPERTY

1. **LESSOR'S PROPERTY.** The demised premises are a portion of Lessor's entire property, situated in the City of Chicago, County of Cook, State of Illinois, and now commonly known as 1434 W. 47th Street. Such property, herein referred to as "Lessor's Property", means the entire property within the outer property limits shown on the Plot Plan initialed by the parties hereto, dated 9/20/83, attached hereto and made a part hereof. The legal description of Lessor's Property is set forth in Section 6 of this Schedule A.

2. **BUILDING.** Lessor's Property provides a site for a store building in the location designated "Trak Auto" on the said Plot Plan attached. Such building is now thereon, or is to be erected pursuant to Schedule B hereof by Lessor for Lessee, containing 6000 square feet and having inside dimensions of approximately 60' x 100'. Said building site, building, improvements, and appurtenances, and fixtures and equipment owned by the Lessor, now or hereafter located thereon are collectively referred to in this Lease as the "premises" or "demised premises."

3. **PARKING.** Lessee, its agents, employees, patrons and invitees, in common with Lessor and all other tenants of portions of Lessor's Property and their respective agents, employees, patrons, and invitees shall have and are hereby granted, during the entire term of this Lease and any extension thereof, the free, uninterrupted, and non-exclusive use of the sidewalks, malls, roadways, parking area, and all other common areas, which use by all users shall be for the purposes of ingress, egress, service, utilities, and parking, and which parking area shall consist of not less than 54 standard automobile spaces, located as shown on the said Plot Plan attached. It is specifically understood and agreed that Lessee shall have no obligation or liability whatsoever in connection with the ownership, maintenance, or management of the sidewalks, malls, roadways, parking area, or other common areas involved, and that Lessor shall manage, operate, and maintain all such common areas, or cause the same to be done on its behalf, at no additional cost to Lessee, subject to Article XIX of the Lease.

4. **PLOT PLAN.** It is understood and agreed that no changes from that shown on the Plot Plan attached shall be made to the building area and/or the parking and other common area of Lessor's Property and no buildings or building-type structures may be built except within the building areas or areas for building designated thereon, except by written amendment to this Lease duly executed by the parties hereto. Lessor must take reasonable precautions to prohibit commuters and office cars from parking on the common areas of Lessor's Property and Lessee may, if it deems such action necessary, have any such offending vehicles towed from the common areas of Lessor's Property.

5. **CONVENANTS.** All of the covenants of the Lessor contained in this Lease shall be covenants running with the land pursuant to applicable law. It is expressly agreed that each covenant to do or refrain from doing some act on the Lessor's Property or any part thereof (a) is for the benefit of the demised premises and each person having any leasehold interest therein derived through the Lessee, and (b) shall be binding upon each successive owner, during his ownership, of any portion of the land affected thereby, and each person having any interest therein derived through any owner of the land affected hereby.

6. LEGAL DESCRIPTION OF LESSOR'S PROPERTY:

SEE LEGAL DESCRIPTION ATTACHED HERETO

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DESCRIPTION OF PROPERTY

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Vacant Land, 47th & Bishop, Chicago

The easterly 19.25 feet of Lot 25; and Lots 26 through 38, inclusive; all in Block 2 in S. E. Gross Subdivision of the South East Quarter of the South West Quarter of the South West Quarter of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

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Horizontal text, possibly a title or header, oriented horizontally.

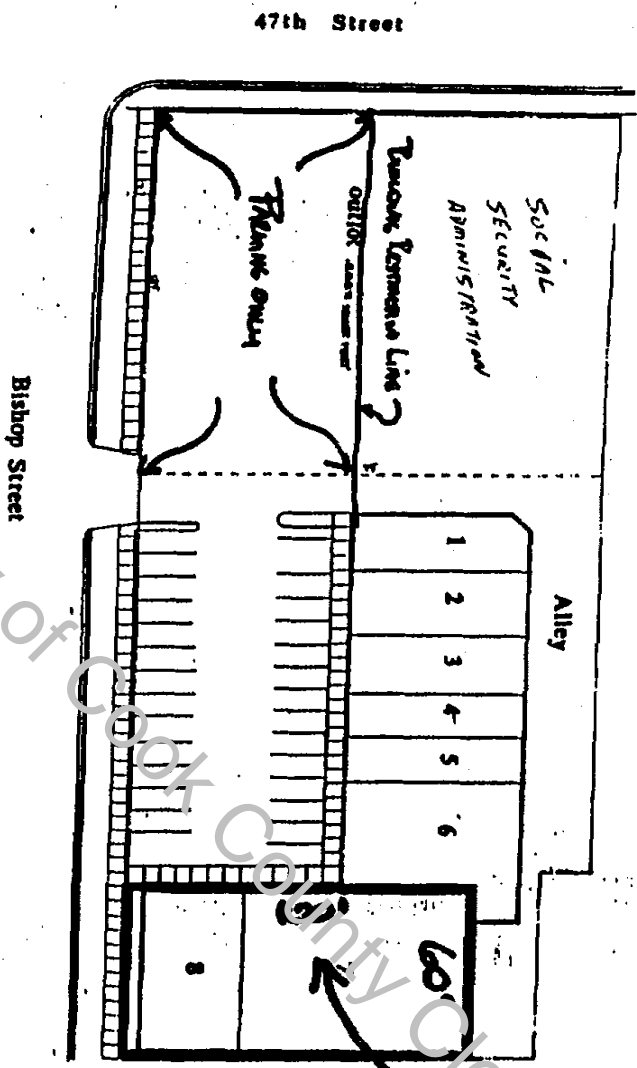
Property of Cook County Clerk's Office

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BISHOP
Chicago, IL

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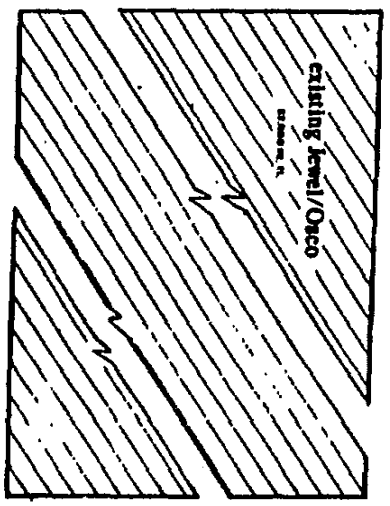


Property of Cook County Clerk's Office

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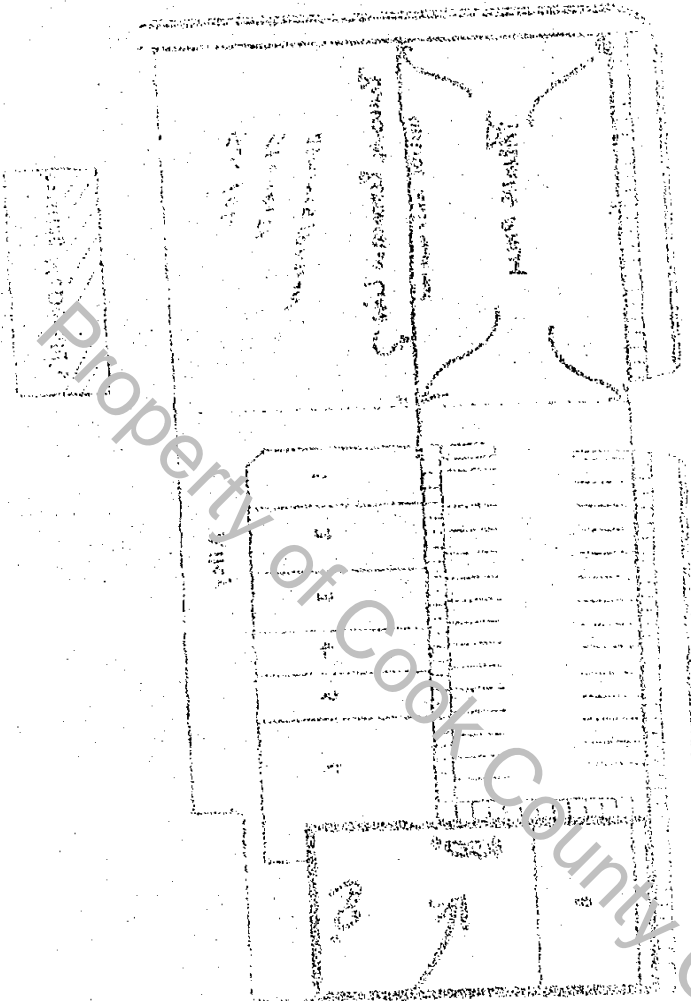
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REAR YARD

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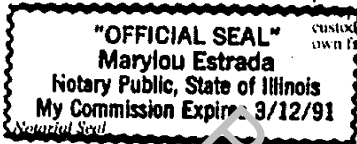
STATE OF _____ } SS.
COUNTY OF _____ }

On this ___ day of _____, 19___, before me, _____
_____, a Notary Public in and for said
county and state, personally appeared _____
_____ known to me to be the _____ President
and _____ known to me to be the _____

STATE OF ILLINOIS,
COUNTY OF COOK

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.



Given under my hand and Notarial Seal this NOV 17 1987, 19___
Marylou Estrada
Notary Public

NF86-1

Notary Public in and for said
County and State

STATE OF _____ }
COUNTY OF _____ }

SS.

On this ___ day of _____, 19___, before me, _____,
_____, a Notary Public in and for said county and
state, personally appeared _____ and
_____ known to me to be _____ of the partners of the
partnership that executed the within
instrument, and acknowledged to me that such partnership executed the
same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year in this certificate
first above written.

Notary Public in and for said
County and State

STATE OF _____ }
COUNTY OF _____ }

SS.

On this ___ day of _____, 19___, before me, _____,
_____, a Notary Public in and for said county and
state, personally appeared _____ and
_____ known to me to be the persons
whose names are subscribed to the within instrument and
acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year in this certificate
first above written.

Notary Public in and for said
County and State

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Property of Cook County Clerk's Office

STATE OF MARYLAND
COUNTY OF PRINCE GEORGES }

SS.

On this 10th day of November, 1987, before me, LaVerne Origlio a Notary Public in and for said county and state, personally appeared Ben Kovalsky, known to me to be the President, and Elliot R. Arditti, known to me to be the Assistant Secretary, of Trak Corporation, the corporation that executed the within instrument, known to me to be the person who executed the within instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

LaVerne R. Origlio
Notary Public in and for said
County and State

My commission expires July 1, 1990

1 d/b/a TRAK AUTO CORPORATION I

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STATE OF ILLINOIS
 COUNTY OF COOK

IN SENATE,
 January 11, 1900.
 REPORT
 OF THE
 COMMISSIONERS OF THE LAND OFFICE,
 IN ANSWER TO A RESOLUTION PASSED
 BY THE SENATE, APRIL 15, 1899,
 CONCERNING THE LANDS BELONGING TO
 THE STATE OF ILLINOIS.

CHAS. W. BROWN, COMMISSIONER.

CHAS. W. BROWN,
 COMMISSIONER OF THE LAND OFFICE,
 CHICAGO, ILLINOIS.

1900

RECEIVED

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\$18.00

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