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#377

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Recorded at the request of
Trak ~~Auto~~ Corporation, and
to be mailed after recording to

For Recorder's Use:

83110926

TRAK ~~Auto~~ CORPORATION
Attn: Legal Department
~~3300-75th Ave.~~
Landover, Maryland 20785

PERMANENT PARCEL #13-36-230-004

MEMORANDUM OF LEASE —

Under date of ... October 2, 1987 ... NATIONAL SHOPPING PLAZAS, INC., AS 5328
LEASING AGENT FOR AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST NO. ~~5328~~
hereinafter called "Lessor," and TRAK ~~Auto~~ CORPORATION, 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.

DATED ~~December 11, 1987~~ 1987

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.

NATIONAL SHOPPING PLAZAS, INC., AS LEASING
AGENT FOR AMALGAMATED TRUST AND SAVINGS BANK,
AS TRUSTEE UNDER TRUST NO. ~~5328~~ DATED
~~December 11, 1987~~

BY

George D. Hanus
(Name) GEORGE D. HANUS, PRESIDENT
& Title

Sarah Bronberg
(Name) SARAH BRONBERG
& Title) ASSISTANT SECRETARY

LESSOR

TRAK ~~Auto~~ CORPORATION, d/b/a
Trak Auto Corporation

By [Signature] President

By [Signature] Secretary

LESSEE

SB

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85110588

the Recorder's Office

THE STATE OF ILLINOIS
COUNTY OF COOK
NOTARY PUBLIC
My Commission Expires on _____

STATEMENT PARCEL 113-08-120-104

MEMORANDUM OF DECISION

MEMORANDUM FOR THE BOARD OF DIRECTORS
SUBJECT: [Illegible]
DATE: [Illegible]
[The following text is mirrored and largely illegible due to the document's orientation and the watermark.]

85110588

IT IS THE POLICY OF THE BOARD OF DIRECTORS THAT THE BOARD SHALL MEET AT THE REGULAR MEETING ON THE FIRST MONDAY OF EACH MONTH AT 8:00 A.M. IN THE BOARD ROOM, 100 N. LAUREL STREET, CHICAGO, ILLINOIS.

THE BOARD OF DIRECTORS HAS REVIEWED THE REPORT OF THE MANAGER AND HAS APPROVED THE SAME. THE BOARD HAS ALSO REVIEWED THE REPORT OF THE MANAGER REGARDING THE FINANCIAL STATEMENT FOR THE YEAR ENDED DECEMBER 31, 1958.

RESOLVED, THAT THE BOARD OF DIRECTORS APPROVES THE REPORT OF THE MANAGER AND THE FINANCIAL STATEMENT FOR THE YEAR ENDED DECEMBER 31, 1958.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE ON THIS _____ DAY OF _____, 1958.

LESSOR

THE STATE OF ILLINOIS
COUNTY OF COOK
NOTARY PUBLIC

My Commission Expires on _____

My Office is located at _____

LESSOR

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SCHEDULE A

Attached to and forming a part of that certain Indenture of Lease and Memorandum of Lease executed under date of October 2, 1987 by and between NATIONAL SHOPPING PLAZAS, INC. ^{§ 428} as leasing agent for Amalgamated Trust and Savings Bank, as Trustee under Trust No. 11, dated December 11, 1987, as Lessor, and TRAK ~~AUTO~~ CORPORATION, as Lessee.
d/b/a Trak Auto Corporation I

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 .. a portion of 2140 N. Milwaukee Ave. 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, 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 ^{approximately 5,744} square feet and having inside dimensions of ~~32.6' x 100.6'~~ . 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 12 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 help 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:

LOTS 12, 13, 18 AND 19 IN WHITE AND COLE'S RESUBDIVISION OF BLOCK 1 IN STAVE'S SUBDIVISION OF 53 ACRES OF THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-36-230-

004-LOT-12 A40
005-LOT-13 +
006-LOT-18
007-LOT-19

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SCHEDULE A

... and Administration of Leases and Administration of Leases...
... and Administration of Leases and Administration of Leases...
... and Administration of Leases and Administration of Leases...

DESCRIPTION OF PROPERTY

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... and Administration of Leases and Administration of Leases...

... AND TO THE WHITE AND GOLD'S REGISTRATION OF BILLS...
... AND TO THE WHITE AND GOLD'S REGISTRATION OF BILLS...
... AND TO THE WHITE AND GOLD'S REGISTRATION OF BILLS...

000-10118
000-10113
000-10118
000-10118

10000000

Property of Cook County Clerk's Office

Property of Cook County Clerk's Office

16' ALLEY

PRELIMINARY SITE PLAN
SCALE: 1" = 15'-0"

UN-PAVED SPACES

PAVED PARKING

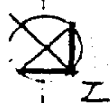
ONE STORY COMMERCIAL

TRAK
AUTO

PUBLIC WALK

DRIVE

Pylon



MILWAUKEE AVE

88110925

SB

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Property of Cook County Clerk's Office

100-3334

ONE STORY CONCRETE

TRAY

FOUND

100-3334

MICHAEL E. TOE



STATE OF MARYLAND }
COUNTY OF PRINCE GEORGES }

SS.

On this 2nd day of October, 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

I d/b/a TRAK AUTO CORPORATION I

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CLERK OF THE COUNTY OF COOK

On this 1st day of July, 1938, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dan Kowalsky, known to me to be the person who 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

within instrument, I have hereunto set my hand and affixed the seal of my office this 1st day of July, 1938.

Dan Kowalsky
Notary Public in and for said
County and State

My commission expires July 1, 1939

PROPERTY OF COOK COUNTY CLERK'S OFFICE

COOK

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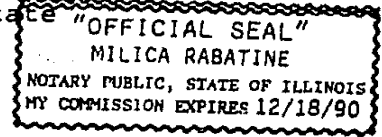
notary01/lease file
04/21/87

STATE OF ILLINOIS } SS.
COUNTY OF COOK }

On this 2nd day of October, 1987, before me, MILICA RABATINE, a Notary Public in and for said county and state, personally appeared GEORGE D. HANUS known to me to be the President and SARAH BROMBERG known to me to be the Assistant Secretary of NATIONAL SHOPPING PLAZAS, INC., the corporation that executed the within instrument, known to me to be the persons who executed the within instruments, 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.

Milica Rabatine
Notary Public in and for said
County and State



STATE OF } SS.
COUNTY OF }

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 } SS.
COUNTY OF }

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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MAR-17-88 09805 88110926 - A - Rec

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15:08

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