

MEMORANDUM OF RECORDING

This Memorandum of Recording is made this 18th day of August, 1988, on behalf of WHITE WAY SIGN AND MAINTENANCE COMPANY ("White Way"), a corporation having its principal offices located at 1317 Clybourn Avenue, Chicago, Illinois.

1. On October 19, 1982, White Way entered into an Agreement (the "1982 Agreement") with BEATRICE FOODS, a corporation ("Beatrice") having its principal offices located at 2 North LaSalle Street, Chicago, Illinois, to lease to Beatrice, and to maintain during the lease term, one (1) double face ground structure display sign on the real property commonly known as 1824 Besly Court and legally described on Exhibit A attached hereto. A true and correct copy of the 1982 Agreement is attached hereto as Exhibit B.

2. On November 15, 1984, White Way entered into an Agreement (the "1984 Agreement") with Beatrice to lease to Beatrice, and to maintain during the lease term, two (2) single face electric spectacular sign displays with two (2) tri-vision pictorial units and two (2) message centers, on the real estate commonly known as 1824 Besly Court and legally described on Exhibit A attached hereto. A true and correct copy of the 1984 Agreement is attached hereto as Exhibit C.

3. This Memorandum is being filed in the Office of the Recorder of Deeds of Cook County, Illinois, in order to

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provide record notice of the 1982 Agreement and the 1984 Agreement and the terms and conditions of each, including without limitation the provision of each that Beatrice's rights shall not be assigned without the written consent of White Way.

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

Robert J. Best

Robert J. Best, Attorney for
White Way Sign & Maintenance
Company

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T#1111 TRAN 2800 08/18/88 12:00:00
#4884 # A *-88-375972
COOK COUNTY RECORDER

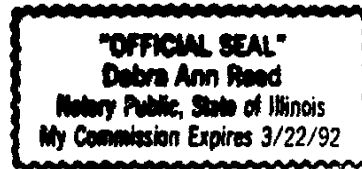
ROBERT J. BEST, being first duly sworn, on oath states that he is the duly authorized attorney for White Way Sign & Maintenance Company, and that he makes and records this Memorandum of Recording as his free and voluntary act, for the uses and purposes therein set forth.

Robert J. Best

Robert J. Best

Subscribed and Sworn to
before me this 18th
day of August, 1988.

Debra Ann Reed
NOTARY PUBLIC



This instrument prepared by and MAIL TO:

Robert J. Best
BELL, BOYD & LLOYD
Three First National Plaza
Suite 3200
Chicago, Illinois 60602



MAIL

1988

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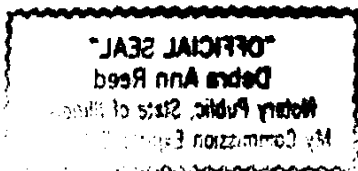
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EXHIBIT A

Lots 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44 and the North 25 feet of Lot 45 in Subdivision of Blocks 17, 18, 20, 21 (except Lots 1, 6 & 12 in said Block 21), 23, 28, 29, 30, 31, 32 (except Lots 1, 2, 3, 6 & 7), 33, 38, 39, 40 & 41 of Sheffields Addition to Chicago in Sections 29, 31, 32 & 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, by Plat recorded October 22, 1956.

PINS: 14-32-300-004
14-32-300-005
14-32-300-006

Commonly Known as: 1924 Besly Court
Chicago, Illinois

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1317-23 NORTH CLYBOURN AVENUE CHICAGO, ILLINOIS 60610 TELEPHONE (312) 642 6580

#12186

October 29 19 82

It is hereby agreed between White Way Sign & Maintenance Company ("White Way") as Lessor and Beatrice Foods ("Lessee"), (a corporation),

(partnership), (sole proprietorship), Billing Address 2 North La Salle Street Chicago IL Zip Code 60602

that White Way shall lease to the Lessee, and maintain as set forth below, the herein described display (hereinafter called "display") for a period of sixty months, commencing on

the date of January 1, 1983, as hereinafter set forth: Location of display 1624 Besly Court City Chicago State IL

White Way agrees to furnish for the term of this agreement maintenance services as described below. Description of display One (1) double face ground structure display with metal faces reading "MILK DUDS BY CLARK" (south face) and SWITZERS LICORICE AND RED CHERRY CANDY" (north face); illuminated by mercury vapor fixtures.

The above items shall be inspected once per week and at the time of each inspection, perform services and furnish parts as designated below in "SERVICES" paragraph.

White Way shall clean the above twice per year.

White Way shall repaint all parts of above which are constructed of materials customarily field painted: Once during contract term, copy and/or color changes are not included.

Table with 2 columns of 'SERVICES' and 'YES/NONE' checkboxes. Includes items like Electrical sign repairs, Elger Plexilite repairs, Neon tubing repairs, Transformers, Fluorescent lamps, Ballasts, Incandescent lamps, Flashes, Auto music time controls, Painting, Cleaning, Solid state systems, Revolving Unit, Mechanical T/T, and Other.

In order to perform those obligations specifically set forth in this agreement, White Way Service Department is open 24 hours a day to receive service calls and is in radio communication with its mobile service units.

In consideration of the foregoing the Lessee agrees to pay as rent to the Lessor: the sum of \$ 255.00 per month for sixty months, starting 1-1-83. All unpaid balances shall bear interest at the rate of 1 1/2% per month after thirty days.

It is mutually agreed that this agreement shall continue in effect for successive periods, each equal to the initial term hereof unless terminated by either party hereto by written notice given the other party by registered mail at least 30 days prior to the date of expiration of the initial term hereof or of any subsequent anniversary thereof.

This agreement shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of Lessee and the successors and assigns of the Lessor.

Terms and conditions stated above and on the reverse hereof constitute the entire agreement.

BEATRICE FOODS (Lessee) WHITE WAY SIGN AND MAINTENANCE CO. (Lessor)

By [Signature] Title Executive Vice President Date November 9, 1982

By [Signature] Title John W. Self, Vice President

Exhibit B (page 1 of 2)

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TERMS AND CONDITIONS

1. During the term of this Agreement WHITE WAY agrees to have all its workmen covered by workmen's compensation insurance; and further agrees to carry Public Liability and Property Damage Insurance covering injuries to or death of persons and damage to property as a result of accidents for which WHITE WAY is responsible—subject to a single limit, for either bodily injury or property damage or both combined, of \$1,000,000.00 for each occurrence. Insurance certificates will be furnished to the Lessee on request.
2. It is specifically agreed and understood that title to all displays together with all property furnished pursuant to this Agreement shall remain in WHITE WAY. It is further agreed and understood that any display, together with any additions thereto, shall at all times be deemed personal property and shall not by reason of attachment or connection to any realty be deemed or become a fixture or appurtenance to such realty. Any display shall be severable and removable from any realty in accordance with the provisions of this Agreement.
3. The Lessee shall have full responsibility for any parts and materials on its premises and for the value of all services rendered by WHITE WAY in respect thereto from, and at all times after, the date of delivery of any parts and materials to the premises. The Lessee shall cause such parts and material and the value of said services to be insured, in a manner satisfactory to WHITE WAY, for the full insurable value thereof, with loss payable to WHITE WAY until the expiration of the lease term. At all times subsequent to the delivery of any parts and materials to the premises, the Lessee shall be liable to the full extent of any damage or loss to the display whether or not said display is covered by insurance.
4. Upon Lessee's failure to make payments as agreed, WHITE WAY may withhold service and, without notice, render display inoperable until such time as the arrears are paid without being liable to Lessee for incidental and consequential damages of any kind, nor shall Lessee be entitled to any abatement or credit in respect of any monthly installment payable by Lessee hereunder during such period.
5. Lessee further agrees that in the event an installment payable by Lessee hereunder becomes past due or if Lessee becomes insolvent, or if proceedings in bankruptcy or receivership shall be commenced against the Lessee, WHITE WAY may declare all the remaining installments to be due and payable immediately and may proceed to take legal action to secure the payment of the total amount due. WHITE WAY may, at its option, repossess the display and all other property covered by this Agreement, without liability and without any notice to Lessee; said action on the part of WHITE WAY shall in no way relieve Lessee from liability for any payments owing under this Agreement or in any manner limit any other rights and remedies which WHITE WAY may be entitled to under law or pursuant to this Agreement. All rights and remedies of WHITE WAY shall be cumulative and not alternative or exclusive.
6. It is agreed that in the event of a breach of contract by the Lessee that the amount of WHITE WAY's damages are conclusively set at the aggregate of the monies then due under this Agreement, plus 70% of the monies to become due during the term of this Agreement.
7. Lessee agrees to take all steps necessary to assure that WHITE WAY shall have access to the premises in order to perform all its obligations and exercise all its rights pursuant to the terms of this Agreement.
8. Maintenance services enumerated herein shall not include repainting of parts not customarily field painted, and repairs and replacement of glass or plastic or the services of a sheet metal worker, iron worker, or a sign hanger; nor shall they include cleaning, repainting, repairs or replacements necessary as a result of fire, smoke, windstorm, hail, explosion, riot, riot attending a strike, nuclear explosion, civil commotion, damage caused by aircraft, vehicle, malicious mischief, vandalism, war, earthquake or Acts of God.
9. Lessee shall not permit or allow any personnel, other than personnel of WHITE WAY to make or attempt to make any repairs, maintain or remove the display or the equipment covered by this Lease while it is in effect, unless the prior written consent of WHITE WAY is first obtained.
10. Upon the termination of this Lease due to the expiration of the Lease term or the breach of any covenant herein by the Lessee, WHITE WAY shall have the right to enter upon and remove the display from the premises and Lessee agrees to pay all expenses of removal of the display.
11. It is agreed and understood by Lessee that the monthly charge set forth herein is a base amount which is subject to periodic review and adjustment. Said adjustment, if any, shall be based on the Bureau of Labor Statistics' Cost of Living Index to compensate for changes in the price level. Any change reflecting a reduction or an increase in the index can be adjusted by giving written notification to the Lessee and will be based upon a minimum differential in the cost of living index of four percent from the effective date of the contract. Lessee agrees to accept as final and determinative the amount shown as due on said written notification and agrees to pay the same on presentment.
12. The Lessee shall not assign its rights under this Agreement without the prior written consent of WHITE WAY.
13. The parties agree that any suits brought pursuant to this Agreement shall be brought in the courts of Cook County, Illinois.
14. Lessee agrees to pay any and all taxes, including all federal, state, personal property and municipal fees, permit fees and excise service sales or use taxes now and hereafter payable in respect of any materials furnished and services rendered to Lessee. WHITE WAY agrees to pay any applicable State or Federal income taxes resulting from income on the display. In the event that Lessee fails to pay the aforesaid taxes and WHITE WAY becomes obligated therefor, WHITE WAY shall add the cost of said taxes to the monthly rental charge.
15. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
16. This document constitutes the entire Agreement and understanding between the parties and shall not be considered modified, altered, changed or amended in any respect, except as provided herein unless in writing and signed by the duly authorized corporate officers of each party.
17. This Agreement is subject to a final written acceptance by the President or Secretary of WHITE WAY at its home office. The Lessee acknowledges receipt of a copy of this Agreement and waives notification of acceptance by WHITE WAY.

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1317-23 NORTH CLYBOURN AVENUE CHICAGO, ILLINOIS 60610 TELEPHONE (312) 642 6580

NOVEMBER 15, 19 84

It is hereby agreed between White Way Sign & Maintenance Company ("White Way") as Lessor and

BEATRICE COMPANIES ("Lessee"), (a corporation), (partnership), (sole proprietorship), Billing Address 2 NORTH LASALLE STREET City CHICAGO State ILLINOIS Zip Code 60603

that White Way shall lease to the Lessee, and maintain as set forth below, the herein described spectacular sign display (hereinafter called "display") for a period of 60 months, commencing on the date of NOVEMBER 15, 1984, as hereinafter set forth:

Location of display 1824 BESLY COURT City CHICAGO State ILLINOIS

White Way agrees to furnish for the term of this agreement maintenance services as described below.

Description of display Two (2) single face electric spectacular sign displays reading BEATRICE with two (2) tri-vision pictorial units and two (2) message centers-one for each face. Every six (6) months, Lessor will furnish labor, material, equipment and transportation to remove the three (3) pictorials on the south face and relocate in the north face, and repaint and install pictorials in south face.

The above items shall be inspected daily and at the time of each inspection, perform services and furnish parts as designated below in "SERVICES" paragraph.

White Way shall clean the above twice per year.

White Way shall repaint all parts of above which are constructed of materials customarily field painted: twice during contract term (columns, bracings, fillers and backs).

Table with 2 columns: SERVICES, YES/NONE. Rows include Electrical sign repairs, Elger Plexilite repairs, Neon tubing repairs, Transformers, Fluorescent lamps, Ballasts, Incandescent lamps.

Table with 2 columns: SERVICES, YES/NONE. Rows include Fixtures, Automatic time controls, Painting, Cleaning, Solid state systems, Revolving Unit, Mechanical T/T, Other MERCURY VAPORE ON ROOF.

In order to perform those obligations specifically set forth in this agreement, White Way Service Department is open 24 hours a day to receive service calls and is in radio communication with its mobile service units.

In consideration of the foregoing the Lessee agrees to pay as rent to the Lessor: the sum of \$ 9937.50 per month for 60 months, starting 11-15-84. All unpaid balances shall bear interest at the rate of 1 1/2% per month after thirty days.

It is mutually agreed that this agreement shall continue in effect for successive periods, each equal to the initial term hereof unless terminated by either party hereto by written notice given the other party by registered mail at least 30 days prior to the date of expiration of the initial term hereof or of any subsequent anniversary thereof.

This agreement shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of Lessee and the successors and assigns of the Lessor.

Terms and conditions stated above and on the reverse hereof constitute the entire agreement.

BEATRICE COMPANIES (Lessee)

WHITE WAY SIGN AND MAINTENANCE CO. (Lessor)

By [Signature] Title [Title] Date 11/27/84

By [Signature] Title VICE PRESIDENT

Handwritten notes and stamps on the right margin.

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TERMS AND CONDITIONS

1. During the term of this Agreement WHITE WAY agrees to have all its workmen covered by workmen's compensation insurance; and further agrees to carry Public Liability and Property Damage Insurance covering injuries to or death of persons and damage to property as a result of accidents for which WHITE WAY is responsible—subject to a single limit, for either bodily injury or property damage or both combined, of \$1,000,000.00 for each occurrence. Insurance certificates will be furnished to the Lessee on request.
2. It is specifically agreed and understood that title to all displays together with all property furnished pursuant to this Agreement shall remain in WHITE WAY. It is further agreed and understood that any display, together with any additions thereto, shall at all times be deemed personal property and shall not by reason of attachment or connection to any realty be deemed or become a fixture or appurtenance to such realty. Any display shall be severable and removable from any realty in accordance with the provisions of this Agreement.
3. The Lessee shall have full responsibility for any parts and materials on its premises and for the value of all services rendered by WHITE WAY in respect thereto from, and at all times after, the date of delivery of any parts and materials to the premises. The Lessee shall cause such parts and material and the value of said services to be insured, in a manner satisfactory to WHITE WAY, for the full insurable value thereof, with loss payable to WHITE WAY until the expiration of the lease term. At all times subsequent to the delivery of any parts and materials to the premises, the Lessee shall be liable to the full extent of any damage or loss to the display whether or not said display is covered by insurance.
4. Upon Lessee's failure to make payments as agreed, WHITE WAY may withhold service and, without notice, render display inoperable until such time as the arrears are paid without being liable to Lessee for incidental and consequential damages of any kind, nor shall Lessee be entitled to any abatement or credit in respect of any monthly installment payable by Lessee hereunder during such period.
5. Lessee further agrees that in the event an installment payable by Lessee hereunder becomes past due or if Lessee becomes insolvent, or if proceedings in bankruptcy or receivership shall be commenced against the Lessee, WHITE WAY may declare all the remaining installments to be due and payable immediately and may proceed to take legal action to secure the payment of the total amount due. WHITE WAY may, at its option, repossess the display and all other property covered by this Agreement, without liability and without any notice to Lessee; said action on the part of WHITE WAY shall in no way relieve Lessee from liability for any payments owing under this Agreement or in any manner limit any other rights and remedies which WHITE WAY may be entitled to under law or pursuant to this Agreement. All rights and remedies of WHITE WAY shall be cumulative and not alternative or exclusive.
6. It is agreed that in the event of a breach of contract by the Lessee that the amount of WHITE WAY's damages are conclusively set at the aggregate of the monies then due under this Agreement, plus 70% of the monies to become due during the term of this Agreement.
7. Lessee agrees to take all steps necessary to assure that WHITE WAY shall have access to the premises in order to perform all its obligations and exercise all its rights pursuant to the terms of this Agreement.
8. Maintenance services enumerated herein shall not include repainting of parts not customarily field painted, and repairs and replacement of glass or plastic or the services of a sheet metal worker, iron worker, or a sign hanger; nor shall they include cleaning, repainting, repairs or replacements necessary as a result of fire, smoke, windstorm, hail, explosion, riot, riot attending a strike, nuclear explosion, civil commotion, damage caused by aircraft, vehicle, malicious mischief, vandalism, war, earthquake or Acts of God.
9. Lessee shall not permit or allow any personnel, other than personnel of WHITE WAY to make or attempt to make any repairs, maintain or remove the display or the equipment covered by this Lease while it is in effect, unless the prior written consent of WHITE WAY is first obtained.
10. Upon the termination of this Lease due to the expiration of the Lease term or the breach of any covenant herein by the Lessee, WHITE WAY shall have the right to enter upon and remove the display from the premises and Lessee agrees to pay all expenses of removal of the display.
11. It is agreed and understood by Lessee that the monthly charge set forth herein is a base amount which is subject to periodic review and adjustment. Said adjustment, if any, shall be based on the Bureau of Labor Statistics' Cost of Living Index to compensate for changes in the price level. Any change reflecting a reduction or an increase in the index can be adjusted by giving written notification to the Lessee and will be based upon a minimum differential in the cost of living index of four percent from the effective date of the contract. Lessee agrees to accept as final and determinative the amount shown as due on said written notification and agrees to pay the same on presentment.
12. The Lessee shall not assign its rights under this Agreement without the prior written consent of WHITE WAY.
13. The parties agree that any suits brought pursuant to this Agreement shall be brought in the courts of Cook County, Illinois.
14. Lessee agrees to pay any and all taxes, including all federal, state, personal property and municipal fees, permit fees and excise service sales or use taxes now and hereafter payable in respect of any materials furnished and services rendered to Lessee. WHITE WAY agrees to pay any applicable State or Federal income taxes resulting from income on the display. In the event that Lessee fails to pay the aforesaid taxes and WHITE WAY becomes obligated therefor, WHITE WAY shall add the cost of said taxes to the monthly rental charge.
15. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
16. This document constitutes the entire Agreement and understanding between the parties and shall not be considered modified, altered, changed or amended in any respect, except as provided herein unless in writing and signed by the duly authorized corporate officers of each party.
17. This Agreement is subject to a final written acceptance by the President or Secretary of WHITE WAY at its home office. The Lessee acknowledges receipt of a copy of this Agreement and waives notification of acceptance by WHITE WAY.

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WHITE WAY SIGN

1317 CLYBOURN AVE CHICAGO IL 60610
312 642-6580

NOVEMBER 15, 1984

ADDENDUM to Beatrice Food Lease contract dated November 15, 1984

STEP 12/1/84
11/15/84
12/14/84

for the additional sum of six hundred twenty five dollars (\$625.00) per month, White Way Sign will provide the personnel at their facility to prepare the message information which is to appear on the two (2) single faced spectacles located at 1824 Besly Court. This will provide for any new product information as well as any other messages as requested by Beatrice Foods. This service will be provided by White Way once per week and will include the texts and layout being sent to Beatrice for their approval prior to being displayed on the spectaculâr. Any special animations or graphic shall be provided by Beatrice Foods at their expense and shall be transmitted to the display by White Way. Any work beyond the above shall be provided at the price of \$50.00 per hour to be billed to Beatrice Foods.

ACCEPTED BY: BEATRICE FOODS

BY [Signature]
TITLE Asst. Dir. Comm. Dir.

DATE 11/27/84

WHITE WAY SIGN CO.

BY [Signature]
John Self
TITLE Vice President

11/15/84

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Beatrice Companies, Inc.
Corporate Office
Two North LaSalle Street
Chicago, IL 60602
312 762 3820
Cable BEATRICO Chicago
Telex 25 4080

September 8, 1987

Via Registered Mail

White Way Sign
1317-23 North Clybourn Avenue
Chicago, IL 60610

Dear Sirs:

Pursuant to Paragraph 12 of the Terms and Conditions of the Agreement between White Way Sign and Maintenance Co. and Beatrice Companies Inc., dated November 15, 1984, we are giving you notice that effective September 30, 1987, Beatrice Foods Co. (now known as Beatrice Companies, Inc.) will be assigning the lease agreement to Beatrice Company, its parent, who will be assuming all obligations under the lease.

We hereby request your consent to and acceptance of the above described assignment. Please signify your consent and acceptance by signing a copy of this letter as provided below and return same to me.

Sincerely,

Susan Maloney Meyer

SMM:ajg

WHITE WAY SIGN hereby consents to accept the above described assignment.

By:
EXEC. V.P.
Title

61665165

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