

# UNOFFICIAL COPY

89016131

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of this first day of January, 1989, by and between FIRST ILLINOIS BANK OF WILMETTE, not individually but solely as trustee under its several trusts known as trust numbers TWB-0603, TWB-0604, TWB-0605, TWB-0606, TWB-0607, TWB-0608 and TWB-0609 inclusive, all dated December 23, 1986 (collectively "Landlord") and CENTRUM PROPERTIES, INC. an Illinois Corporation ("Tenant").

### WITNESSETH:

1. For and in consideration of \$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 lease between Landlord and Tenant dated January 1, 1989 (the "Lease"), Landlord has leased, and does hereby lease, to Tenant, and Tenant has leased, and does hereby lease, from Landlord, the real property and the improvements thereon more particularly described as follows:

THE SOUTH HALF OF LOT 7 AND ALL OF LOTS 8, 9 AND 10 IN BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(collectively the "Premises").

2. The term of the Lease commences on January 1, 1989, and terminates on January 15, 1993, unless otherwise terminated pursuant to the terms of the Lease.

3. Pursuant to the Lease, the Landlord has granted, and does hereby grant, to the Tenant an option to purchase the Premises, all on the terms, conditions and provisions set forth in the Lease.

4. Pursuant to the Lease, the Tenant has a lien against title to the Premises for all sums, if any, due and owing to Tenant from either Landlord, or the agent of Landlord's beneficiary, including without limitation any sums that may be drawn under the letter of credit deposited by Tenant as security under the Lease, to the extent said sums are due and owing to Tenant.

5. Pursuant to the Lease, the Landlord is not permitted to encumber title to the Premises with any trust deeds or mortgages except as permitted by the Lease.

6. Each and all of the terms, provisions, and conditions in the Lease are hereby incorporated by this reference as though fully set forth herein.

Property address:  
Northwest corner Dearborn and Elm  
Chicago, IL

PIN: 17-04-407-003  
17-04-407-008  
17-04-407-007  
17-04-407-006  
17-04-407-005  
17-04-407-004

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First Amendment to Order #

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7. 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.

8. 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.

9. 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 of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the FIRST ILLINOIS BANK OF WILMETTE on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first written above.

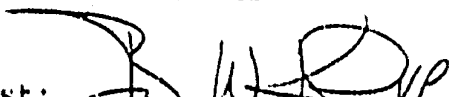
LANDLORD:

FIRST ILLINOIS BANK  
OF WILMETTE, as trustee  
aforesaid and not personally

By:

  
TRUST OFFICER

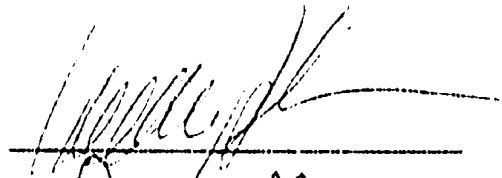
Attest:

  
VICE PRESIDENT

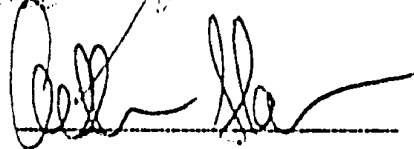
TENANT:

CENTRUM PROPERTIES, INC.

By:



Attest:



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## ACKNOWLEDGMENT OF LANDLORD

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that before me on this day personally appeared OLGA L. STOKES and

BRUCE W. KAMP to me known to be the  
~~TRUST OFFICER~~ ~~XXXXXXXXXX~~ and VICE PRESIDENT ~~XXXXXXXXXX~~,

respectively, \_\_\_\_\_, 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 11th day of January, 1989.

  
Notary Public

My Commission Expires:

EDNA W. ROSS  
MY COMMISSION EXPIRES MAY 9, 1989

\_\_\_\_\_

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## ACKNOWLEDGMENT OF TENANT

STATE OF Illinois )  
 ) ss.  
 COUNTY OF Cook )

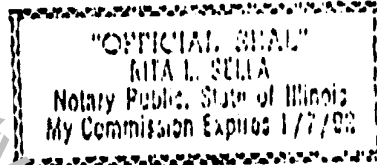
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that before me on this day personally appeared Laurenso Ashkin and Arthur Slaven, to me known to be the President and Secretary, respectively, of Centrum Properties, Inc., the corporation that executed 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 1st day of January, 19 89.

*Rita L. Sella*  
 Notary Public

My Commission Expires:

January 7, 1992



THIS INSTRUMENT WAS PREPARED BY, and after recording please mail to:

Simon H. Aronson, Esq.  
 Lord, Bissell & Brook  
 115 South LaSalle Street  
 Chicago, Illinois 60603



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DEPT-01 314 25  
 1/11/91 TRIM 0052 01/11/09 15:14:00  
 88004 W IN W-89-16434  
 COOK COUNTY RECORDER

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*1400 Mail*