

Lessor

Secretary

By

President

By

TRAK CORPORATION
d/b/a TRAK AUTO CORPORATION

Lessor

Seymour Waxman, General Partner

By:

Beneficiary

ILLINOIS SOUTH ASSOCIATES, an
Beneficiary of KEDZIE PLAZA SOUTH PARTNERSHIP, DIRECTING

TRUSTEE UNDER TRUST NUMBER 56354

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS

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

Under date of August 9, 1988 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE
hereinafter called "Lessor," and Trak Corporation, d/b/a 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 otherwise belonging.

MEMORANDUM OF LEASE

PERMANENT PARCEL NO.: 19-11-201-031

Landover, Maryland 20785

3300 75th Avenue

Attn: Legal Department

TRAK CORPORATION

be mailed after recording to

TRAK CORPORATION, and to

Recorded at the request of

memorandum/writing

For Recorders' Use:

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SCHEDULE A

DESCRIPTION OF PROPERTY AND PLOT PLAN

Attached to and forming a part of that certain Lease and Memorandum of Lease executed under date of August 9, 1988 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 56354

as Lessor, and TRAK CORPORATION, d/b/a TRAK AUTO CORPORATION I, as Lessee.

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 Kedzie Plaza. Such property, herein referred to as "Lessor's Property", means the entire property within the outer property limits shown on the plot plan initiated by the parties herein, dated _____, attached hereto, and made a part hereof ("plot plan"). The legal description of Lessor's Property is set forth in paragraph 7 of this Schedule A.

2. DEMISED PREMISES. Lessor's Property provides a site for a store building in the location designated "Trak Auto" on the plot plan. Such building is now thereon, or is to be erected pursuant to Schedule B hereof by Lessor or Lessee, containing not less than 6,000 square feet and having inside dimensions of approximately 60' x 100'. Said building site, building, improvements, and appurtenances, and fixtures and equipment owned by Lessor, now or hereafter located thereon, are collectively referred to in this Lease as the "premises" or "demised premises".

3. COMMON AREA EASEMENTS. 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, the free, uninterrupted, and non-exclusive use of the common areas of Lessor's Property ("common areas"), as hereinafter defined, 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 157 parking spaces, located as shown on the plot plan. The common areas shall be defined as the sidewalks, driveways, roadways, parking areas, non-enclosed mall areas, landscaped areas and all other areas of Lessor's Property except those areas designated as "building area" on the plot plan. Lessor may not use, nor permit any other person to use, the common areas for the benefit of any property, adjoining or otherwise, other than Lessor's Property as defined herein. Except as provided in paragraph 19.3 of this Lease, Lessee shall have no obligation or liability whatsoever in connection with the ownership, maintenance, or management of the common areas and Lessor shall manage, operate and maintain all such common areas, or cause the same to be done on its behalf.

4. INGRESS AND EGRESS. Lessor shall not vary the designated means of ingress and egress. Lessor will not alter or cause to be altered existing street signs, median cuts, or traffic signals without Lessee's written consent. Lessor shall use its best efforts to preserve and improve access into and out of the shopping center. If at any time during the term of this Lease any means of ingress to or egress from the shopping center or the demised premises is not opened or is closed and is not within four (4) months of the closing replaced with a satisfactory substitute means of ingress or egress from the same public roadway Lessee shall thereafter have the option either (a) to terminate this Lease upon written notice to Lessor within thirty (30) days after said four (4) month period has expired, (b) not to so terminate but withhold all minimum fixed rent payments due after said four (4) month period has expired until said substitute ingress or egress is opened, and further Lessee shall retain such withheld rent payments as liquidated damages; provided, however, that during any such period Lessee shall pay percentage rent equal to three percent (3%) of all gross sales made during such period, but such amount of gross sales shall not be used in computing percentage rent pursuant to paragraph 2.2 of this Lease



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5. PLOT PLAN. Lessor covenants that no changes shall be made to the building area and/or to the parking and other common areas from that shown on the plot plan and that no buildings, kiosks or building-type structures may be built ~~except~~ within ^{the sacred area cross-hatched on the plot plan} ~~the building area~~ except by written amendment to this Lease, duly executed by the parties hereto.

6. COVENANTS All of the covenants of 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 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 Lessee, and (b) shall be binding upon each successive owner, during his ownership, of any portion of Lessor's Property and upon each person having any interest therein derived through any owner of Lessor's Property.

7. LEGAL DESCRIPTION OF LESSOR'S PROPERTY.

PARCEL 1:

THE SOUTH 410 FEET (EXCEPT THE NORTH 60 FEET THEREOF) OF THE NORTH 1/4 SECTION 11, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE 913 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTH EAST 1/4 WITH A LINE 375 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTH EAST 1/4, AND RUNNING THENCE SOUTH ALONG THE LAST ABOVE MENTIONED PARALLEL LINE, A DISTANCE OF 328.00 FEET TO A POINT 1241.00 FEET SOUTH OF SAID NORTH LINE OF SAID NORTH EAST 1/4; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 83.36 FEET TO A POINT 1260.04 FEET SOUTH OF SAID NORTH LINE AND 456.25 FEET WEST OF SAID EAST LINE OF SAID NORTH EAST 1/4; THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 43.75 FEET TO A POINT WHICH IS 1260.10 FEET SOUTH OF SAID NORTH LINE AND 500 FEET WEST OF SAID EAST LINE OF SAID NORTH EAST 1/4; THENCE WESTWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 374 FEET AND CONVEX SOUTHERLY, A DISTANCE OF 124.02 FEET TO A POINT WHICH IS 1233.14 FEET SOUTH OF SAID NORTH LINE AND 620.35 FEET WEST OF SAID EAST LINE OF THE NORTH EAST 1/4; THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 259 FEET AND CONVEX SOUTHEASTERLY, A DISTANCE OF 255.23 FEET TO A POINT WHICH IS 504 FEET WEST OF SAID EAST LINE OF THE NORTH EAST 1/4 AND ON A LINE 1016.96 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE OF THE NORTH EAST 1/4; THENCE WEST ALONG THE LAST ABOVE MENTIONED PARALLEL LINE, A DISTANCE OF 1 FOOT TO ITS INTERSECTION WITH A LINE 505 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE NORTH EAST 1/4; THENCE NORTH ALONG THE LAST ABOVE MENTIONED PARALLEL LINE, A DISTANCE OF 103.96 FEET TO ITS INTERSECTION WITH THE HEREINBEFORE MENTIONED PARALLEL LINE WHICH IS 913 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE OF THE NORTH EAST 1/4; AND THENCE EAST ALONG THE LAST ABOVE MENTIONED PARALLEL LINE, A DISTANCE OF 130 FEET TO THE POINT OF BEGINNING, (EXCEPTING THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE WHICH IS 913.00 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID NORTH EAST 1/4, WITH A LINE WHICH IS 375.00 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID NORTH EAST 1/4, AND RUNNING THENCE SOUTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 75.00 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID NORTH EAST 1/4, A DISTANCE OF 35.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID NORTH EAST 1/4, A DISTANCE OF 75.00 FEET TO AN INTERSECTION WITH THE HEREINBEFORE MENTIONED PARALLEL LINE WHICH IS 913.00 FEET SOUTH FROM THE NORTH LINE OF SAID NORTH EAST 1/4, AND THENCE ALONG SAID MENTIONED PARALLEL LINE, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

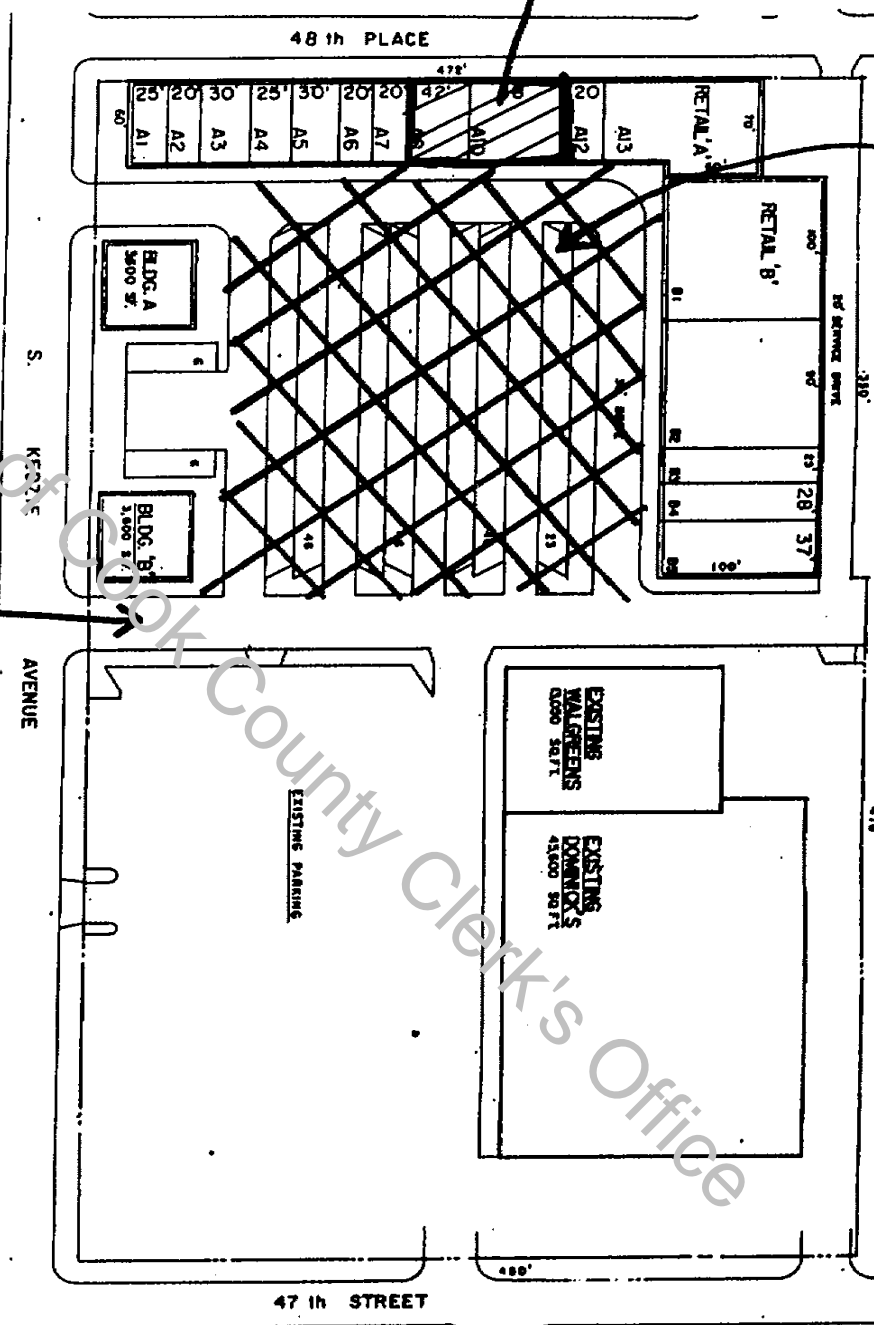
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Truck Auto

Sacred Area

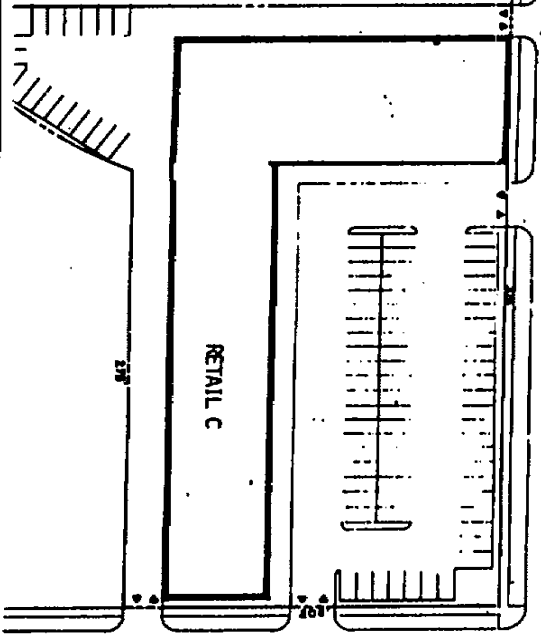
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KEDZIE PLAZA
47th & KEDZIE
CHICAGO, ILLINOIS
A DEVELOPMENT OF
THE TAXMAN CORPORATION



Street owned by City of Chicago



LEASING LEGEND	
RETAIL 'A'	
A1	HAR BRICK 1500 SQ.FT.
A2	TROPICAL OPTICAL 1200 SQ.FT.
A3	
A4	THE GREAT DISCOVERY 1800 SQ.F.
A5	
A6	CONCEPT CLEANERS 1753 SQ.FT.
A7	LITTLE CAESAR'S PIZZA 1200 SQ.FT.
A8	PIZZERIA 2520 SQ.FT.
A9	LABOR 3480 SQ.FT.
A10	
A11	SERGIO'S SALON 1200 SQ.FT.
A12	REITER'S DRAPERIES 6,600 SQ.FT.
A13	
RETAIL 'B'	
B1	SAXON 10,000 SQ.FT.
B2	FASHION BUG 9,000 SQ.FT.
B3	KIDS MART 2500 SQ.FT.
B4	VOLUME SHOE 2,800 SQ.FT.
B5	EROLS TAPES 3700 SQ.FT.
RETAIL 'C'	
C1	DUNKIN DONUTS 2,250 S.F.F.
C2	SERVICE OPTICAL 1,000 S.F.F.
C3	GUSSINI SHOES 2,250 S.F.F.
C4	BO RIGGS HAIR CABE 2,250 S.F.F.
C5	FAMILT VIDEO 2,000 S.F.F.
C6	TRONIKO'S PIZZA 1,250 S.F.F.
C7	LET THERE BE BODY 750 S.F.F.
C8	BODY MASTERS FITNESS 6,750 S.F.F.
C9	CHARLES 3,150 S.F.F.
C10	16+ 3,150 S.F.F.
C11	FAYVA SHOES 3,150 S.F.F.
C12	BEER DISCOUNT 3,050 S.F.F.

SITE ANALYSIS

SITE AREA	SQ.F.	ACRE
EXISTING DOMINICK'S	4500	0.102
EXISTING WALGREENS	1300	0.030
BLDG. A	3600	0.082
BLDG. B	3600	0.082
RETAIL 'A'	24000	0.550
RETAIL 'B'	28000	0.640
RETAIL 'C'	30,000	0.690

147,850

STATE OF MARYLAND }
COUNTY OF ANNE ARUNDEL }

SS.

On this 27th day of August, 1988, before me, Jane S. Van Fleet, a Notary Public in and for said county and state, personally appeared Ben Kovalsky, known to me to be the President, of Trak Corporation d/b/a Trak Auto Corporation I, 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.

Jane S. Van Fleet
Notary Public in and for said
County and State

My commission expires July 1, 1990

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
COUNTY OF COOK)

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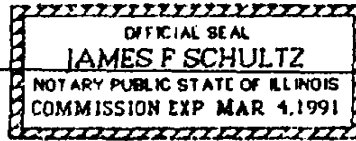
SS

I, James F. Schultz, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Seymour Taxman, General Partner of KEDZIE PLAZA SOUTH ASSOCIATES, an Illinois Limited Partnership, Directing Beneficiary, 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, and as the free and voluntary act of said Limited Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of August, 1988.


Notary Public

My commission expires:



Property of Cook County Clerk's Office

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