

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, dated this 2nd day of February 1988, is between MIDWEST BANK & TRUST COMPANY, as Trustee under Trust No. 85-04-4686, (the "Landlord"), whose address is 7765 West North Avenue, River Forest, Illinois 60305, and JIFFY LUBE INTERNATIONAL OF MARYLAND, INC. (the "Tenant"), whose address is 6000 Metro Drive, Baltimore, Maryland, 21215.

Landlord hereby leases to Tenant the demised premises with improvements and appurtenant easements, if any, in the City of Glenview, County of Cook, State of Illinois, described in Exhibit "A" attached hereto and made a part of this Memorandum of Lease.

1. **TERM.** To have and to hold for a term of Twenty (20) years, commencing on February 2, 1988, and ending February 1, 2008.
2. **OPTION TO EXTEND:** Landlord grants Tenant the option to extend the term of the Lease at the expiration of the original term for two (2) successive five (5) year periods aggregating ten (10) years in accordance with the notice provisions contained in the Lease.
3. **MEMORANDUM:** The rentals to be paid by Tenant and all of the obligations and rights of Landlord and Tenant are set forth in the Lease dated May 8, 1985, and the Amendment to Lease dated February 2, 1988, executed by the parties. This instrument is merely a Memorandum of the Lease and is subject to all of its terms, conditions and provisions. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail as between the parties. This Memorandum is binding upon and shall inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

LANDLORD: SEE EXCULPATORY RIDER ATTACHED TO AND MADE A PART OF THIS INSTRUMENT
Midwest Bank & Trust Company, as Trustee under Trust No. 85-04-4686

TENANT:: Jiffy Lube International of Maryland, Inc., a Maryland Corporation

By: Angela McClain

By: Paul E. Howard

Its: Asst. Trust Officer

Its: Paul E. Howard

ATTEST: William J. Ulrich, Jr.

ATTEST: William J. Ulrich, Jr.

Its: Asst. Secretary

Its: Asst. Secretary

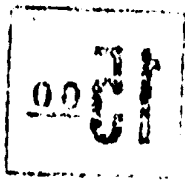
JIFFY1/15MEMO/082588

Prepared By and mail to: William J. Ulrich, Jr.
100 West Roosevelt Road
Wheaton, IL 60187

BOX 333 - TH

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STATE OF MARYLAND

COUNTY OF HOWARD

Before me, the subscriber, a notary public in and for the state and county aforesaid, personally appeared PAUL E. HOWARD, known to me to be the Director of Real Estate Finance and KEVIN F. O'NEILL, known to me to be the Assistant Secretary of JIFFY LUBE INTERNATIONAL OF MARYLAND, INC., who executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said company, and acknowledged to me that such company executed the within instrument for the purpose stated therein.

WITNESS my hand and official seal this 27 day of SEPTEMBER, 1988.

Thomas J. Peden
Notary Public
My Commission Expires: 7/1/90

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THIS RIDER IS ATTACHED TO AND MADE PART OF CERTAIN

Memorandum of Lease

DATED 1/2/88
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EXECUTED BY MIDWEST BANK & TRUST COMPANY, AS TRUSTEE,

U/T/A # 85-04-4686

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertakings and agreements herein made on the part of the trustee are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of Midwest Bank and Trust Company, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said Midwest Bank and Trust Company, not in its' own right, but, as trustee solely in the exercise or the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against Midwest Bank and Trust Company on account of any warranties, indemnities representation, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.

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JEFFY LUBE INTERNATIONAL OF BALTIMORE, INC., A CORPORATION OF MARYLAND

4. The mortgage covered by this Commitment is described as follows:

NONE

5. The land referred to in this Commitment is described as follows:

THE SOUTH 225 FEET OF THE WEST 200 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM PART DEDICATED FOR STREETS, IN COOK COUNTY, ILLINOIS

PIN 04-33-200-012-0000

Glenwood Plaza
7765 W. North Ave
Aurora Forest IL 60305

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Process