

* General Mills Restaurants, Inc., successor in interest to General Mills Restaurant Group, Inc.

5. Lessor hereby acknowledges that the area adjacent to the premises (known as the Lansing Shopping Center and hereinafter referred to as "Shopping Center") as shown outlined in red on Exhibit C-attached hereto is necessary and material for vehicular parking purposes and including, but not limited to, access, ingress and egress thereto for vehicular and pedestrian traffic for the benefit of the contemplated use of the premises. Lessor does hereby give, grant and convey to LESSEE the right and easement to use the parking area, driveways, roadways, curbs, and entrances of the Shopping Center for use by vehicular and pedestrian traffic by LESSEE'S customers, invitees, employees, agents, servants and independent contractors. Lessor agrees to keep and maintain such areas free and clear and well kept in accordance with first class shopping center practices. LESSOR its heirs, successors and/or assigns shall not obstruct the area shown outlined in red on Exhibit C-with the construction of any improvements throughout the term of this lease, except for temporary repairs or to prevent any dedication thereto.

4. Lessor agrees to a period of ten (10) years from the commencement of the Lease term, or until any change in use pursuant to said Lease, whichever shall first occur, Lessor will not lease, sublease or otherwise operate or contract by conveyance or otherwise, on premises owned or leased by Lessor within three (3) miles of the premises, for a food service establishment featuring or specializing in the sale, at retail, or Italian food in a manner similar to Lessor. Featuring or specializing, for the purpose of this provision, shall mean that such items, as afore described, shall be identified as major menu items in terms of sales volume or public identification. The aforesaid restriction shall not be applicable to any food service establishment or to any purveyor of unprepared foods intended for future, off-premises consumption.

3. Lessor hereby grants to Lessee a right of first refusal with respect to the premises, pursuant to Paragraph 3 of the Lease.

2. Lessee has the right and option to renew said lease for five (5) additional period(s) of five (5) years upon the terms, covenants and conditions set forth therein.

1. The term of the above mentioned lease shall be ten (10) years commencing on the 20th day of June, 1988 and terminating on the 30th day of June 2008. 1998

WHEREAS the parties are desirous of placing their interests therein as a matter of record.

WHEREAS, on the 20th day of May, 1987 Lessor and Lessee entered into a written lease agreement for certain premises situated in the City of Lansing, County of Cook and State of Illinois, as more particularly set forth in said Lease and described on Exhibit A-attached hereto and made a part hereof as it fully rewritten herein; and

WITNESSETH

This Memorandum of Lease is dated the 3rd day of June, 1987 and is by and between American National Bank & Trust Company of Chicago as Trustee and Division of General Mills Restaurant Group, Inc., a Florida corporation, ("Lessee")

MEMORANDUM OF LEASE

19621163

8700357 3E

Initial

63117961

8700357

UNOFFICIAL COPY

*Senior Vice President of General Mills Restaurants, Inc., successor in interest to the Creative Dining Division of General Mills Restaurant Group, Inc.

(Notarial Seal)

My Commission Expires: Notary Public, State of Florida at Large April 10, 1992

Richard D. Halterman, Notary Public

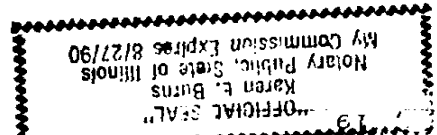
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Witness my hand and official seal this 1st day of June 1988. I hereby certify that before me personally appeared Richard D. Halterman, to me well known and known to me to be the Vice President of Creative Dining Division of General Mills Restaurant Group, Inc., and he did acknowledge before me that said instrument is the free act and deed by him for the purposes therein expressed.

STATE OF FLORIDA COUNTY OF ORANGE

(Notarial Seal)

My Commission Expires:



Witness my hand and official seal this 1st day of June 1988

I hereby certify that before me personally appeared [Signature] of American National Bank and Trust Company of Chicago, Illinois, and he did acknowledge before me that said instrument is the free act and deed by him for the purposes therein expressed.

STATE OF ILLINOIS COUNTY OF COOK

Francis J. King

By: Richard D. Halterman, Senior Vice President

General Mills Restaurants, Inc., successor in interest to Creative Dining Division of General Mills Restaurant Group, Inc.

American National Bank & Trust Co. of Chicago as Trustee Under Trust #66007 dated December 1, 1985

This instrument is governed by American National Bank and Trust Company of Chicago, Illinois, and the laws of the State of Illinois. The instrument is subject to the provisions of the Illinois Uniform Commercial Code and the Illinois Personal Financial Responsibility Act.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease this 1st day of June, 1988.

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UNOFFICIAL COPY

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Property of Cook County Clerk's Office

ADDRESS: NORTHEAST CORNER, TORRENCE AVE. & 166th ST., LANSTING, ILLINOIS

30-19-100-007

AND

30-19-300-011

PERMANENT TAX NUMBERS

89117961

Lot 1 of The Landings Phase III, being a subdivision of part of the West 1/2 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded June 6, 1988 as Document Number 88243695, in Cook County, Illinois.

EXHIBIT "A-1"

DEPT-01

\$13.00

1#4449 TRAN 5901 03/17/89 10:24:00 #4191 # D * 419-117961

COOK COUNTY RECORDER

#4191 # D * 419-117961