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MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the 10th day of October, 1989, by and between **HARRIS TRUST AND SAVINGS BANK**, not personally, but as Trustee under Trust Agreement dated May 12, 1967 and known as Trust No. 32716 ("Lessor") and **QUALITY FURNITURE WAREHOUSE & DELIVERY, INC.**, an Illinois corporation ("Lessee").

WITNESSETH:

The Lessor and Lessee have entered into a Lease (the "Lease"), dated October 10, 1989, concerning the real estate described in Exhibit "A" attached hereto and incorporated herein by reference. The definitions of the terms used in this Memorandum of Lease are as set forth in the Lease.

1. **Demised Premises.** Pursuant to the Lease, Lessor has demised and leased to the Lessee and Lessee has leased from Lessor the property commonly known as 8455 S. 77th Avenue, Bridgeview, Illinois and more particularly described in Exhibit "A" attached hereto (the "Premises") all for the term, upon the rentals and subject to the terms, provisions, conditions and agreements set forth in the Lease.

2. **Term of Lease.** The term of the Lease shall commence on April 1, 1990 and shall be for a term of twenty (20) years from the date thereof terminating on March 31, 2010 (the "Term"), unless the Term shall be terminated earlier as provided for in the Lease.

3. **Option to Purchase.** Article 40 of the Lease provides for the right and option of the Lessee to purchase the Premises at the expiration of the Term for the price and upon the terms and conditions set forth in the Lease.

4. **The Lease.** The provisions hereof are subject in all respects to the terms and provisions of the Lease. In the event of any conflict between the terms and conditions of this Memorandum of Lease and the terms and conditions of the Lease, the terms and conditions of the Lease shall prevail. The purpose of this instrument is to give notice of the existence of the tenancy created by the Lease and of the existence of such Lease with, together with this instrument, constitutes the agreement between the parties hereto.

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING SHOULD BE SENT TO:

Arnold Weinberg, Esq.
Katz, Randall & Weinberg
200 North LaSalle Street
Suite 2300
Chicago, Illinois 60601

DEPT-01 RECORDING \$15.00
143333 TRAN 9236 10/29/90 16:01:00
45472 LC *-90-527729
COOK COUNTY RECORDER

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5. **Trustee's Exculpation.** This Memorandum of Lease is executed by **HARRIS TRUST AND SAVINGS BANK**, not personally or individually, but solely as Trustee as aforesaid in the exercise of the power and authority conveyed upon the vested in such Trustee, and upon the express written direction of the beneficiary under the aforesaid Trust Agreement. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability whatsoever, express or implied, against said Trustee personally, and in particular without limiting the generality of the foregoing said Trustee shall not have any personal liability to pay any indebtedness or any sums accruing hereunder or to perform any covenant, warranty, agreement or undertaking, either express or implied, herein contained, and that all such personal liability of said Trustee hereunder, of any nature, is hereby expressly waived by Tenant, and by every person now or hereafter claiming any right, interest or security under this Lease. The foregoing provisions are intended solely to exculpate **HARRIS TRUST AND SAVINGS BANK** from individual liability hereunder, and nothing contained herein shall relieve Lessor's trust assets from any liability or obligation undertaken by Lessor in this Lease.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be duly executed as of the day and year first above written.

HARRIS TRUST AND SAVINGS BANK,
not personally, but as Trustee under
Trust Agreement dated May 12, 1967
and known as Trust No. 32716

ATTEST:

Its:

[Signature]
Assistant Secretary

By:

Its:

[Signature]
VICE PRESIDENT

**QUALITY FURNITURE WAREHOUSE &
DELIVERY, INC.**, an Illinois corporation

ATTEST:

Its:

[Signature]
Secretary

By:

Its:

[Signature]
VP

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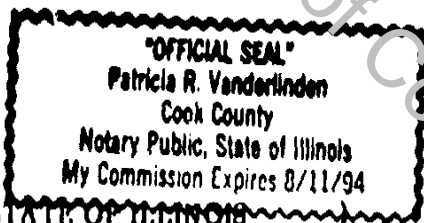
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, *Patricia R. Vanderlinden*, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that *JAMES J. BOLE* as *President* and *JAMES J. BOLE* as *Secretary* of **HARRIS TRUST AND SAVINGS BANK**, as Trustee under Trust Agreement dated May 12, 1967 and known as Trust No. 32716, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such *President* and *Secretary* of said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth; and said *Secretary* did then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this *20th* day of *September*, 19*90*



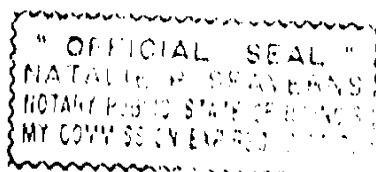
Patricia R. Vanderlinden
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, *Natalie P. Spayens*, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that *James J. Bole* as *Vice President* of **QUALITY FURNITURE WAREHOUSE & DELIVERY, INC.**, an Illinois corporation, and *James J. Bole* as *Secretary* of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such *Vice President* and *Secretary* of said Corporation, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and said *Secretary* did then and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this *24th* day of *October*, 19*90*

Natalie P. Spayens
Notary Public



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EXHIBIT A

Parcel 1

That part of the East Half of the East Half of the Southwest Quarter of Section 36, Township 38 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at a point on the West line of said East Half of the East Half of the Southwest Quarter 1391.0 feet North of the South line of Section 36; thence East along a line perpendicular to last described course 33 feet to the point of beginning, said point being also the Northwest corner of property conveyed to Elizabeth J. Olson by Deed recorded December 10, 1965 as Document No. 19680315; thence North along a line 33.0 feet East of and parallel with the West line of the East Half of the East Half of the Southwest Quarter of Section 36, 400.0 feet; thence East along a line perpendicular to last described course to the West right-of-way line of the B. and O. C. T. R. R.; thence Southerly along said west right-of-way line 400.0 feet to the Northeast corner of said lands conveyed to Elizabeth J. Olson; thence West along the North line of said conveyed lands to the point of beginning.

Parcel 2

Easement for the Benefit of Parcel 1 as created by deed from Indiana Harbor Bait Railroad Company, a corporation of Indiana, to Robert K. Wolf dated May 12, 1967 and recorded July 20, 1967 as Document 20203657 for ingress and egress over that part of the West 33 feet of the East 1/2 of the East 1/2 of the South West 1/4 of Section 36, Township 38 North, Range 12 lying South of the South line of 83rd Street and North of the North line of 87th Street.

P.L.N.: 18-36-306-005

Commonly known as 8455 South 77th Avenue, Bridgeview, Illinois.