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(103rd Street)

THIS DOCUMENT PREPARED BY
AND WHEN RECORDED SHALL BE
RETURNED TO:
Reid & Priest
40 West 57th Street
New York, New York 10019
Attn: Jeffrey A. Samuels

90019254

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE made as of the 11th day of January, 1990, by and between PSI FUNDING, INC., a Delaware corporation having an address of c/o Merrill Lynch Capital Markets, World Financial Center, North Tower - 18th Floor, 250 Vesey Street, New York, New York 10281-1318, as Lessor, and PROVIDENT SERVICES, INC., a Delaware corporation having an address of 1929 Allen Parkway, Post Office Box 13548, Houston, Texas 77219, as Lessee.

W I T N E S S E T H:

Lessor leases to Lessee and Lessee leases from Lessor, upon and subject to the terms and provisions of the Lease (hereinafter defined), the premises situated in Cook County, Illinois, and being more specifically described in Exhibit "A" attached hereto and incorporated herein for all purposes as though set out at length herein, together with all improvements and fixtures situated thereon, from the date hereof for a term of twenty-five (25) years unless sooner terminated or extended. Subject to the terms and conditions of the Lease referred to below, Lessee has a right to purchase the described property.

This Memorandum of Lease is made for the purpose of placing upon the Public Records of Cook County, Illinois, notice of that certain Lease Agreement dated as of December 29, 1988, as amended by Amendment No. 1 to Lease Agreement dated as of January 31, 1989, as further amended by Amendment No. 2 to Lease Agreement dated as of August 25, 1989, as further amended by Amendment No. 3 to Lease Agreement dated as of November 22, 1989, and as further amended by Amendment No. 4 to Lease Agreement dated as of January 11, 1990 (the Lease Agreement, as so amended, is herein referred to as the "Lease"). The Lease was

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11th Mail

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made between the above-named Lessor and the above-named Lessee and was duly executed and witnessed in the same manner as this instrument.

Notwithstanding any of the terms and conditions of the Lease, Lessor and Lessee agree that in the event of a termination of the Lease by reason of a default which is not cured by Lessee within the applicable grace period, Lessor shall have the right to record an affidavit stating that the Lease has been terminated and upon such recording, this Memorandum of Lease shall be of no further force and effect.

Lessee has the option to purchase the property described in Exhibit A at certain times during the term of the Lease, upon the terms and conditions and for the price therein stated.

This Memorandum of Lease is executed pursuant to the provisions contained in the Lease and is not intended to vary the terms and conditions thereof.

This Memorandum of Lease may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum of Lease as of the day and year first above stated.

LESSOR:

PSI FUNDING, INC.

By: _____

NAME:

TITLE:

LESSEE:

PROVIDENT SERVICES, INC.

ATTEST:

NAME:

Thomas W. Wildner
Vice President, Secretary
And Treasurer

ATTEST:

NAME:

By: _____

NAME:

TITLE:

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made between the above-named Lessor and the above-named Lessee and was duly executed and witnessed in the same manner as this instrument.

Notwithstanding any of the terms and conditions of the Lease, Lessor and Lessee agree that in the event of a termination of the Lease by reason of a default which is not cured by Lessee within the applicable grace period, Lessor shall have the right to record an affidavit stating that the Lease has been terminated and upon such recording, this Memorandum of Lease shall be of no further force and effect.

Lessee has the option to purchase the property described in Exhibit A at certain times during the term of the Lease, upon the terms and conditions and for the price therein stated.

This Memorandum of Lease is executed pursuant to the provisions contained in the Lease and is not intended to vary the terms and conditions thereof.

This Memorandum of Lease may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum of Lease as of the day and year first above stated.

LESSOR:

PSI FUNDING, INC.

ATTEST:

NAME:

By: _____

NAME:

TITLE:

LESSEE:

PROVIDENT SERVICES, INC.

ATTEST:

NAME:

Brian G. Lee
VICE-PRESIDENT

By: _____

NAME: G. A. Chappin

TITLE: Senior Vice President

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STATE OF NEW YORK)
:ss.:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this _____ day of January, 1990 by _____, the _____ of PSI Funding, Inc., a Delaware corporation, on behalf of the corporation.

Name:
Notary Public

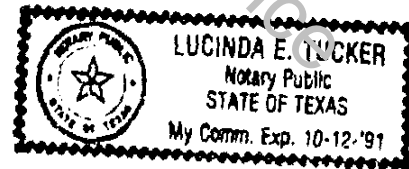
My commission expires:

STATE OF *TEXAS*)
:ss.:
COUNTY OF *HARRIS*)

The foregoing instrument was acknowledged before me this 6th day of January, 1990 by Chapagne, the Senior Vice President of Provident Services, Inc., a Delaware corporation, on behalf of the corporation.

Lucinda E. Tucker
Name:
Notary Public

My commission expires:



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EXHIBIT A

Legal Description

Lots 1 to 16 both inclusive and Lots 34 to 38 both inclusive and together with the 20 foot vacated alley lying South of Lots 1 to 10 also the 20 foot vacated alley lying East of Lots 11 to 15 and West of Lots 34 to 38 also the West 1/2 of the vacated alley lying East of the adjoining Lot 16 all in Block 3 in Cicero Gardens, a Subdivision of the North West 1/4 of the North West 1/4 of Section 15, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 24-15-101-039 (Lots 1 to 10)
24-15-101-011 (Lot 11)
24-15-101-012 (Lot 12)
24-15-101-013 (Lot 13)
24-15-101-014 (Lot 14)
24-15-101-015 (Lot 15)
24-15-101-016 (Lot 16)
24-15-101-025 (Lot 38)
24-15-101-026 (Lot 37)
24-15-101-027 (Lot 36)
24-15-101-028 (Lot 35)
24-15-101-029 (Lot 34)

4727 West 103rd Street

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