

(79th 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

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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COOK COUNTY

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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: *[Signature]*

NAME:

TITLE:

LESSEE:

PROVIDENT SERVICES, INC.

ATTEST:

*[Signature]*  
NAME:

Thomas W. Williams  
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. Leo*

BRIAN G. LEO  
VICE-PRESIDENT

By: \_\_\_\_\_

NAME: *G. E. Craven*

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 9th day of January, 1990 by THOMAS J. COUGHLIN, the  
PRESIDENT of PSI Funding, Inc., a Delaware corporation,  
on behalf of the corporation.

BRIAN LAWRENCE TAYLOR  
NOTARY PUBLIC, State of New York  
No. 31-4799167  
Qualified in New York County  
Commission Expires April 30, ~~1989~~  
1991

Brian Lawrence Taylor  
Name:  
Notary Public

My commission expires:

\_\_\_\_\_

STATE OF )  
 ) :ss.:  
COUNTY OF )

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of January, 1990 by \_\_\_\_\_, the  
\_\_\_\_\_ of Provident Services, Inc., a Delaware  
corporation, on behalf of the corporation.

\_\_\_\_\_  
Name:  
Notary Public

My commission expires:

\_\_\_\_\_

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## EXHIBIT A

Parcel 1: Lots 15 through 18 inclusive in Block 2 in Clark and Marston's First Addition to Clarkdale, a subdivision of the North East Quarter of the North West Quarter of Section 35, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

and

Parcel 2: Lots 17, 18, 19 and 20 and that portion of Myrick Street in Block 52 all as vacated by Document No. 4516257, (except that part taken for widening West 79th Street) in Price's Subdivision of the South West Quarter of Section 26, Township 38 North, Range 13, East of the Third Principal Meridian, also in Cook County, Illinois.

PIN #: 19-35-101-007, 19-35-101-008, 19-35-101-009, 19-35-101-010,  
19-26-331-004 and 19-26-331-012

COMMONLY KNOWN AS: 3737 West 79th Street, Chicago, Illinois

Cook County Clerk's Office

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