

# UNOFFICIAL COPY

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## MEMORANDUM OF LEASE

THIS AGREEMENT made as of the 28th day of December, 1989, between Evanston Partners, Inc., as agent for the beneficiary of American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 14, 1985 and known as Trust No. 65282 and Evanston Partners, Ltd. (hereinafter collectively referred to as "Landlord"), and Evanbrook Orthopaedic and Sports Medicine Associates, Ltd. (hereinafter referred to as "Tenant").

### W I T N E S S E T H

That Landlord, in consideration of the rents reserved and the terms, covenants, agreements and conditions contained in a certain lease ("Lease") between the same parties dated the 28th day of December, 1989, hereby leases to Tenant and Tenant hereby takes the premises known as that certain space consisting of approximately 10,058 rentable square feet on the second floor in the building to be constructed on the property located at 1000 Central Street, Evanston, Illinois, which property is more particularly described in Exhibit A attached hereto, for a term commencing on September 1, 1991 and ending on August 31, 2001, subject to an option to renew for an additional period of ten (10) years, on the terms, covenants, conditions and agreements contained in said Lease.

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This instrument was prepared by:  
Stephanie B. Shellenback, Esq.  
Burke, Wilson & McIlvaine  
500 W. Madison Street, Suite 3700  
Chicago, Illinois 60606  
(312) 715-5000

Return after recording to:  
Evanston Partners, Inc.  
400 Skokie Boulevard  
Suite 415  
Northbrook, Illinois 60062

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Article 5 of the Lease further provides in pertinent part as follows:

**Prohibited Use by Other Tenants.** Landlord agrees that after the date hereof, Landlord shall execute no other lease for a term commencing during the Term hereof which covers space in the Building and which shall permit the premises thereby to be used primarily as a sportsmedicine clinic (the "Prohibited Use"); provided, however, that the operation of a sportsmedicine clinic by (i) any tenant under any lease for space in the Building on the date hereof or their successors or assigns, or any expansion or relocation of their respective spaces, or (ii) any trustee or receiver of a tenant in bankruptcy or its successors or assigns shall not be deemed to be a Prohibited Use. Landlord hereby represents and warrants to Tenant that as of the date hereof, all executed leases for space in Center contain a standard use clause (Article 5) as attached to this Lease as Exhibit G. In the event that any other tenant of the Building shall, notwithstanding the provisions of its lease, use the premises leased to such tenant for the Prohibited Use, Tenant may notify Landlord in writing of such Prohibited Use and may request that Landlord enforce the provisions of such lease to prevent the continuation of such Prohibited Use. Landlord may, at Landlord's option (it being expressly understood that Landlord shall have no obligation to do so), take such reasonable action to enforce the provisions of such lease within 30 days of Landlord's receipt of the aforesaid notice from Tenant, provided that in the event that Landlord shall fail to do so, Tenant may, at its sole cost and expense, bring suit against such tenant in a court of competent jurisdiction to enjoin such Prohibited Use. Notwithstanding the foregoing, Tenant agrees that the Prohibited Use provisions of this Article 5 shall be deemed deleted from this Lease and shall be of no force and effect if, in Landlord's reasonable judgement, and after ten (10) days notice to Tenant the right granted to Tenant in the preceding sentence would result in the violation of, be in contravention of, or give rise to any claims under any statute, decision, order, ruling or decree of any court or any governmental, legislative, administrative, regulatory, adjudicatory or arbitrational body or agency having jurisdiction over Landlord, Tenant or the Premises.

Without limitation of the foregoing, Tenant agrees to defend, protect, indemnify and save Landlord harmless from and against any and all liability, judgements, losses, costs (including, without limitation, reasonable attorneys' fees and court costs) causes of action and damages arising out of or in connection with the right granted to Tenant pursuant to the provisions of this Article 5 or Tenant's exercise thereof.

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to the provisions of this Article 5 or Tenant's exercise thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed by their respective officers, duly authorized as of the date first above written, for the purpose of providing an instrument for recording.

LANDLORD:

EVANSTON PARTNERS, INC., as agent for the beneficiary of American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 14, 1985 and known as Trust No. 65282

By: *John G. Wilson*  
John G. Wilson  
Its: President

EVANSTON PARTNERS, LTD., an Illinois limited partnership

By: *John G. Wilson*  
A General Partner

TENANT:

EVANBROOK ORTHOPAEDIC AND SPORTS MEDICINE ASSOCIATES, LTD., an Illinois corporation

By: *Howard Sweeney MD*  
Its: *President*

Property of Cook County Clerk's Office

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## EXHIBIT A

### Legal Description

#### Parcel 1:

Lot A and Lot 1 in Frank E. Holme's Subdivision of that part of the North West fractional 1/4 of fractional Section 7, Township 41 North, Range 14 East of the Third Principal Meridian, lying West of the center of Ridge Road and East of the right of way of the Chicago, Evanston and Lake Superior Railroad, In Cook County, Illinois.

#### Parcel 2:

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and a rectangular piece of land, being a part of the North West fractional 1/4 of fractional Section 7, Township 41 North, Range 14 East of the Third Principal Meridian, lying West of the Center of Ridge Road and east to the right of way of the Chicago, Evanston, and Lake Superior Railroad (now Chicago Transit Authority Railroad) which were vacated by ordinance number 99-0-65 of the City of Evanston, Cook County, Illinois adopted October 11, 1965, which ordinance, together with the plat of vacation, was recorded in the office of the Recorder of Deeds of Cook County on January 7, 1965, as document number 19704376 in book 703 of plats, records at page 43, said rectangular piece of land being particularly described as follows:

Commencing at the South East corner of Lot 11 in said subdivision thence West on the South line of said lot 11 a distance of 25.0 feet to the South West corner of said lot 11; thence South on the East line of lot 10 in said subdivision, a distance of 10.0 feet to the South East corner of said lot 10; thence East on a line 10.0 feet South of and parallel to the South line of said lot 11, a distance of 25.0 feet to the South West corner of lot 12 in said subdivision; thence North on the West line of lot 12, a distance of 10.0 feet to the place of beginning, all in Frank F. Holmes' subdivision of that part of the North West fractional 1/4 of fractional section 7, township 41 North, Range 14 East of the third principal meridian, lying west of the center of Ridge Road and east of the right of way of the Chicago, Evanston, and Lake Superior Railroad in Cook County, Illinois.

Together with such contiguous land appurtenant thereto.

19704376

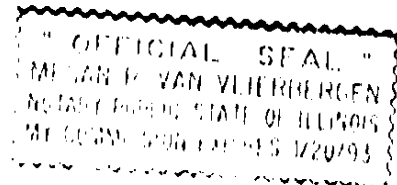
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STATE OF ILLINOIS     )  
                                  )     SS.  
COUNTY OF COOK        )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of January, 1990 by John G. Wilson, as President of Evanston Partners, Inc., as agent for the beneficiary of American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 14, 1985 and known as Trust No. 65282, on behalf of said corporation as agent as aforesaid.

Megan R. Van Vlierbergen  
Notary Public

My Commission Expires: 1-20-93

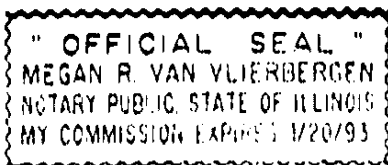


STATE OF ILLINOIS     )  
                                  )     SS.  
COUNTY OF COOK        )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of January, 1990 by John G. Wilson, a general partner of Evanston Partners, Ltd., an Illinois limited partnership, on behalf of said partnership.

Megan R. Van Vlierbergen  
Notary Public

My Commission Expires: 1-20-93



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STATE OF ILLINOIS     )  
                                  )     SS.  
COUNTY OF COOK        )

The foregoing instrument was acknowledged before me this  
1st day of February, 1990 by Howard J. Sweeney, M.D.  
as President of Evanbrook Orthopaedic and Sports  
Medicine Associates, Ltd., on behalf of said corporation.

*Shula A. Dugentosh*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 9-21-93

Address of Property: 1000 Central Street  
Evanston, Illinois

Permanent Index Numbers: 11-07-102-034  
11-07-101-010

DEPT-01 \$17.25  
TRAN 0545 03/06/90 15:44:00  
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COOK COUNTY RECORDER

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