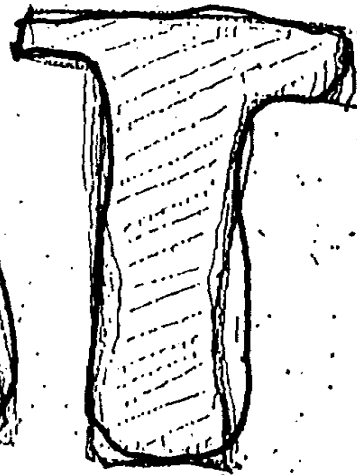
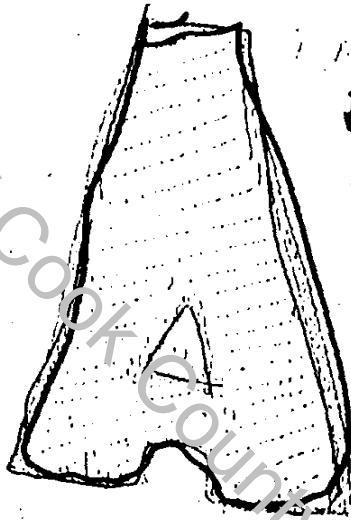
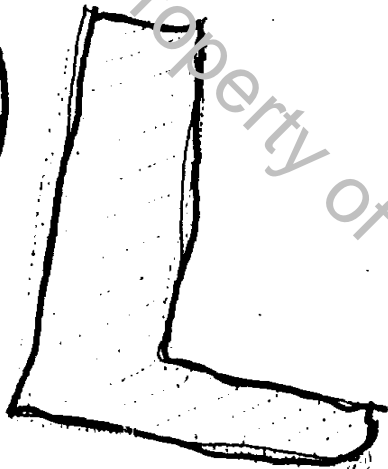
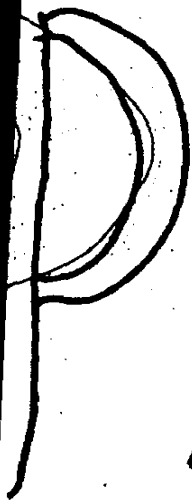


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8/12/97

Property of Cook County Clerk's Office

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MEMORANDUM OF LEASE

By this Memorandum of Lease, made in multiple copies the 1st day of April, 1991, between FIRST ILLINOIS BANK OF EVANSTON, N.A., as Trustee under Trust Agreement dated September 9, 1988 and known as Trust No. R-3343, hereinafter called "Landlord," and BOND DRUG COMPANY OF ILLINOIS, an Illinois corporation, hereinafter called "Tenant";

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the term commencing on the Lease Commencement Date, as defined in Article 3 of this lease, and continuing for fifty years following Tenant's Opening Date, subject to prior termination as hereinafter provided, the premises located in the City of Evanston, State of Illinois, to include not less than 100 feet of frontage facing Green Bay Road and not less than 108 feet of uniform depth, being a rectangular area containing 10,800 square feet on the first floor, and 3,000 square feet on the mezzanine, hereinafter referred to as the "Leased Premises," in the new one story building to be erected by Tenant, and together with all improvements, appurtenances, easements and privileges belonging thereto, all as shown on the plan attached hereto and made a part hereof as Exhibit "A," as part of the Shopping Center at the northwest corner of Simpson Street and Green Bay Road, all as legally described in Exhibit "B" hereto attached and made a part hereof and hereinafter referred to as the "Shopping Center."

Tenant shall pay a rent of One Dollar (\$1.00) per year.

Provisions for further and additional rent and the other terms, covenants and conditions of said letting, including the options on the part of Tenant for prior termination, are set forth at length in another lease, bearing even date herewith, between the parties hereto and all of said provisions, terms, covenants and conditions are, by reference thereto, hereby incorporated in and made a party of this lease.

Said other lease, among other things provides for recording following provisions: \$25.00  
TR 1717 00/12/91 10:40:00  
#3201 # F \* 91-408393  
COOK COUNTY RECORDER

"PARKING

"Landlord covenants that at all times during the term of this lease, Landlord shall provide, maintain, repair, adequately light when necessary during Tenant's business hours, clean, promptly remove snow and ice from, supervise and keep available the Parking Areas as shown on Exhibit "A" (which Parking Areas shall provide for the parking of at least 64 automobiles), and also adequate common areas, service and receiving areas, pedestrian malls, sidewalks, curbs, roadways and other facilities appurtenant thereto. Said Parking Areas shall be for the free and exclusive use of customers and invitees of Tenant and other occupants of said Shopping Center. Landlord shall furnish at least twenty (20) employee parking only spaces in an area adjacent to or across the street from the Shopping

RETURN DOCUMENT TO:  
Mary N. Butler - Law Dept.  
Walgreens  
200 Wilmot Road  
Deerfield, IL 60015

(This Instrument Prepared by Robert M. Silverman, 200 Wilmot Road, Deerfield, Illinois 60015)

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\$ 25.00 F

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Center. Tenant shall use its best efforts to cause its employees to park in such area. There shall be no changes in the grade elevations in the Parking Areas which exceed five percent (5%), and such Parking Areas shall be suitably paved and drained. There shall be no steps or ramps in the sidewalks shown on Exhibit "A." No buildings or other structures shall be erected within the areas shown on Exhibit "A" except as indicated thereon. Said Parking Areas shall have automobile entrances and exits from and to adjacent streets and roads, which said entrances and exits shall be of such size and at such locations as are shown on Exhibit "A." Automobile traffic aisles in said Parking Areas shall run in directions shown on Exhibit "A."

EXCLUSIVES

Landlord covenants and agrees that, during the continuance of this lease, no other portion of the Shopping Center will be used for the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind. In addition, no other portion of the Shopping Center will be used for the operation of a business, the principal portion of which is the sale of so-called health and/or beauty aids and/or drug sundries or which contains more than 200 square feet devoted to the sale of so-called health and/or beauty aids and/or drug sundries. Furthermore, no other portion of the Shopping Center will be used for the operation of a business the principal portion of which is the sale of convenience food mart items for consumption off the premises or which contains more than 10% of its sales area to the sale of convenience food items for consumption off the premises, nor for the operation of a business in which greeting cards and/or photofinishing services and/or photographic film are offered for sale. The above provision pertaining to food items shall not apply to a business operating solely as a carry-out restaurant, bakery, caterer or the like. Notwithstanding the above, the above restriction pertaining to photofinishing services and photographic film shall not apply to the operation of a full line camera store selling such items as an incidental part of its business. This Article shall also apply to any additional property which Landlord, directly or indirectly, may now or hereafter own or control, and which may be contiguous to the Shopping Center. In the event that Tenant files suit against any other tenant or occupant of the Shopping Center to enforce the foregoing restrictions, Landlord agrees to (i) cooperate fully with Tenant in the prosecution of any such suit, and (ii) reimburse Tenant for all of attorneys' fees and court costs notwithstanding its resolution if such suit results from an act of omission of Landlord.

"The term "convenience food mart items" as used herein is defined as non-alcoholic soft drinks and juices, ice cream and related products, milk and other dairy products, breads, snacks, cookies, frozen, canned and packaged foods and baby foods."

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This Memorandum of Lease is made and executed by the parties hereto for the purpose of recording the same in the office of the Public Records of Cook County, Illinois, and is subject in each and every respect, to the rents and other terms, covenants and conditions of the aforesaid other lease, bearing even date herewith, between the parties hereto and this Memorandum of Lease is executed and delivered with the understanding and agreement that the same shall not in any manner or form whatsoever, alter, modify or vary the rents and other terms, covenants and conditions of the aforesaid other lease bearing even date herewith between the parties hereto.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representation, covenants, undertakings, warranties, indemnities and agreements herein made on the part of the trustee while in form purporting to be the representation, covenants, undertakings, warranties, indemnities and agreements of the said Trustee are nevertheless, each and every one of them, made and intended not as personal representation, covenants, undertakings, warranties, and agreements by the Trustee or the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only the trust property, described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First Illinois Bank of Evanston, N.A., on account of this instrument or on account of any representative, covenants, undertakings, warranties, indemnities or agreements of the said Trustee in this instrument contained either expressed or implied all such personal liability, if any, being expressly waived and released by the parties to this instrument and by all parties claiming by, through, or under them.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, under seal, as of the day and year first above written.

BOND DRUG COMPANY OF ILLINOIS

FIRST ILLINOIS BANK OF EVANSTON, N.A., as Trustee under Trust Agreement Agreement Dated September 9, 1988 and Known as Trust No. R-3343

*Handwritten initials*

By [Signature]  
Vice President

By [Signature]  
Vice President and Trust Officer

Attest:  
[Signature]  
Assistant Secretary

Attest:  
[Signature]  
Client Services Officer

Witnesses:  
[Signature]  
[Signature]

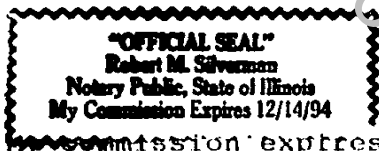
Witnesses:  
[Signature]  
[Signature]

91408333

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

I, ROBERT M. SILVERMAN, a Notary Public,  
do hereby certify that OLGA M. RESNICK and  
E. H. KING, personally known to me to be  
the Vice President and Assistant Secretary, respectively, of  
BOND DRUG COMPANY OF ILLINOIS, an Illinois corporation, and  
personally known to me to be the persons whose names are  
subscribed in the foregoing instrument, appeared before me  
this day in person and severally acknowledged that as such  
Vice President and Assistant Secretary they signed and  
delivered the said instrument as such Vice President and  
Assistant Secretary of said corporation, and caused the  
corporate seal of said corporation to be affixed thereto,  
pursuant to authority, given by the Board of Directors of  
said corporation as their free and voluntary act, and as the  
free and voluntary act and deed of said corporation, for the  
purposes therein set forth.

Given under my hand and notarial seal this 11<sup>th</sup> day  
of JULY, 1991.



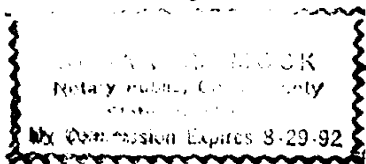
Robert M. Silverman  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

I, Susan E. Mack, a Notary Public,  
do hereby certify that James E. Rose and  
James E. Rose, personally known to me to be  
the Vice President and Trust Officer and Client Services  
Officer, respectively, of FIRST ILLINOIS BANK OF EVANSTON,  
N.A., as Trustee under Trust Agreement dated September 9,  
1988 and known as Trust No. R-3343, and personally known to  
me to be the persons whose names are subscribed in the  
foregoing instrument, appeared before me this day in person  
and severally acknowledged that as such Vice President and  
Trust Officer and Client Services Officer, they signed and  
delivered the said instrument as such Vice President and  
Trust Officer and Client Services Officer of said FIRST  
ILLINOIS BANK OF EVANSTON, N.A., and caused the seal of said  
FIRST ILLINOIS BANK OF EVANSTON, N.A., to be affixed  
thereto, pursuant to authority, given by the Board of  
Directors of said FIRST ILLINOIS BANK OF EVANSTON, N.A. as  
their free and voluntary act, and as the free and voluntary  
act and deed of said FIRST ILLINOIS BANK OF EVANSTON, N.A.,  
for the purposes therein set forth.

Given under my hand and notarial seal this 10<sup>th</sup> day  
of July, 1991.

My commission expires:



Susan E. Mack  
Notary Public

91A08393

UNOFFICIAL COPY

Property of Cook County Clerk's Office

OFFICIAL SEAL  
Robert H. Sawyer  
Cook County Clerk  
111 North Dearborn Street  
Chicago, Illinois 60610

11/11/11

EXHIBIT "B"

LOTS 1, 2, 3, 4 AND 5 IN THE RESUBDIVISION OF BLOCK 10 IN EVANSTON CENTRE ADDITION, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 1 IN DOYLE'S ADDITION TO EVANSTON, SAID ADDITION BEING PART OF THE SOUTHEAST 1/4 OF THE NORTH 1/4 OF SECTION 12 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE MOST WESTERLY CORNER OF LOT 1 IN DOYLE'S ADDITION TO EVANSTON AFORESAID: THENCE WEST ALONG THE NORTH LINE OF SIMPSON STREET, A DISTANCE OF 10.99 FEET MORE OR LESS TO THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD BEING ALSO THE NORTHEASTERLY CORNER OF LOT 5 IN EVANSTON CENTRE ADDITION; THENCE ALONG THE WESTERLY LINE OF SAID LOT 5 IN THE RESUBDIVISION OF BLOCK 10 IN EVANSTON CENTRE ADDITION; THENCE ALONG THE WESTERLY LINE OF SAID LOT 1 IN DOYLE'S ADDITION TO EVANSTON AFORESAID; THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

THAT PART OF JACKSON AVENUE DESCRIBED AS FOLLOWS: ALSO BEGINNING AT THE NORTHEAST CORNER OF SIMPSON STREET AND JACKSON AVENUE, THENCE NORTHERLY ALONG THE EAST PROPERTY LINE OF JACKSON AVENUE A DISTANCE OF 372 FEET, THENCE WEST AT RIGHT ANGLES TO THE EAST PROPERTY LINE OF JACKSON AVENUE A DISTANCE OF 12 FEET, THENCE SOUTHERLY PARALLEL TO THE EAST LINE OF JACKSON AVENUE TO THE INTERSECTING POINT ON NORTH LINE OF SIMPSON STREET, THENCE EASTERLY ALONG THE NORTH LINE OF SIMPSON STREET TO THE POINT OF BEGINNING ADJACENT TO AND WEST OF BLOCK 10 IN EVANSTON CENTRE ADDITION ALL IN EAST 1/2 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, IN COOK COUNTY, ILLINOIS.

- P.I.N. 10-12-423-003
- P.I.N. 10-12-423-006
- P.I.N. 10-12-423-007
- P.I.N. 10-12-423-009
- P.I.N. 10-12-423-010

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