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MEMORANDUM OF LEASE

COOK COUNTY RECORDER

By this Memorandum of Lease, made in multiple copies the 2nd day of August, 19 91, between AMALGAMATED TRUST and SAVINGS BANK, as Trustee under Trust Agreement dated June 18, 1991, and known as Trust No. 5517, hereinafter called "Landlord," and WALGREEN CO., an Illinois corporation, hereinafter called "Tenant";

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the term commencing July 1, 1992, and continuing to and including June 30, 2042, subject to prior termination as hereinafter provided, the premises located in the City of Calumet City, State of Illinois, to include not less than 94 feet of frontage facing Torrence Avenue and not less than 110 feet of depth, being an irregularly shaped area containing 11,038 square feet on the first floor and 2,000 square feet on the mezzanine level, in the new building to be erected and completed by Landlord, 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," located at the southwest corner of Sibley Boulevard and Torrence Avenue, all as legally described in Exhibit "B" hereto attached and made a part hereof and hereinafter referred to as the "Leased Premises."

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 part of this lease.

Said other lease, among other things, contains the following provisions.

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 number of parking spaces as shown on Exhibit "A"), and also adequate 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, invitees and employees of Tenant. 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," except as may be indicated thereon or except as may be necessary to permit access to the Leased Premises for handicapped persons. No

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

(This Instrument Prepared by David L. Grobart, 200 Wilmot Road, Deerfield, Illinois 60015)

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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."

Except for the provisions of this Section (a) pertaining only to the maintenance, repair and lighting of the Parking Areas, if Landlord shall be in default after notice of any of the provisions of Section (a) above after expiration of the cure period set forth in Article 19, Tenant shall have, in addition to any other remedies available to it under this Lease, including the right to injunctive or other equitable relief, the right to either (i) terminate this Lease by giving notice thereof to Landlord or, (ii) pay as rent, (in lieu of that provided in Sections [a] and [b] of Article 2 of this Lease) an amount equal to one-half of the fixed minimum monthly rent set forth in Section (a) of Article 2 and further shall not be obligated to pay any other rents or any other charges otherwise required to be paid under this Lease. Tenant shall recommence paying rents and other charges under this Lease as of the date that all of such defaults have been fully cured but Tenant shall not be obligated to pay any amounts which would have been payable during the period of Landlord's default.

EXCLUSIVES

(a) (i) Landlord covenants and agrees that, during the continuance of this lease, no other additional property which Landlord, directly or indirectly, may now or hereafter own or control, and which is contiguous to the Leased Premises, 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 additional property which Landlord, directly or indirectly, may now or hereafter own or control, and which is contiguous to the Leased Premises, will be used for the operation of a business in which so-called health and/or beauty aids and/or drug sundries are offered for sale. Furthermore, no other additional property which Landlord, directly or indirectly, may now or hereafter own or control, and which is contiguous to the Leased Premises, will be used for the operation of a business in which alcoholic beverages shall be sold for consumption off the premises, nor for the operation of a business in which photofinishing services and/or photographic film are offered for sale, nor for the operation of a business in which food or food stuffs are sold for consumption off the premises, nor for the operation of a business in which greeting cards or gift wrap are offered for sale. For the purposes of this Lease, the word "contiguous" shall not include any additional property which is located across a public street from the Leased Premises.

(ii) Notwithstanding the foregoing, the restrictions contained in Subsection (i) of Section (a) of this Article 9 pertaining only to "the operation of a business in which food or food stuffs are offered for sale," as found in Subsection (i) of this Section (a) of Article 9, shall not apply to the operation of any restaurant on any such additional property.

(iii) Notwithstanding the foregoing, the restrictions contained in Subsection (i) of Section (a) of this Article 9 pertaining only to the sale of "so-called health and/or beauty aids," shall not apply to the sale of hair care items by any barber shop or hair salon on any such additional property, so long as the sale of such hair care products is an incidental part of such barber shop or hair salon business and does not exceed ten percent (10%) of the floor area of any such business.

(b) In the event that Tenant files suit against a third party 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 attorneys fees and court costs incurred by Tenant in connection with such suit, notwithstanding its resolution.

(c) Landlord covenants and agrees that all other leases, subleases or other instruments enabling occupancy or operations on additional land which Landlord, directly or indirectly, may now or hereafter own or control and which is contiguous to the Leased Premises, shall expressly provide that any exclusive use restrictions that may be contained in such leases, subleases, or other instruments, shall not apply to the Leased Premises. In the event that any action, claim or suit is brought by any occupant of such additional land against Tenant alleging that Tenant is in violation of the exclusive use restriction contained in such lease, sublease or other instrument, Landlord shall defend (by counsel reasonably satisfactory to Tenant), indemnify and hold Tenant harmless from any damages, loss, or cost (including attorneys' fees) suffered by Tenant thereby, or from the enforcement of said restriction against Tenant. In addition, in the event that a court of competent jurisdiction shall hold that Tenant's operations in the Leased Premises are in violation of any other such occupant's exclusive use restriction, Tenant, at Tenant's option shall have the right to terminate this lease upon 30 days written notice thereof to Landlord.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representation, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding the trust estate held under Trust Number 5517, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers 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 Trustee on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability of Trustee, if any, being expressly waived and released.

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

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is subject in each and every respect, to the rents and other terms, covenants and conditions of the aforesaid other lease, bearing even date herein, 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 lease bearing even date herewith between the parties hereto.

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

WALGREEN CO.

AMALGAMATED TRUST and SAVINGS BANK, as Trustee aforesaid

*BEH
P/S*

By *Julian A. Deering*
Vice President

By *Nichole Hopstra*
Asst Vice President

Attest:
E. J. [Signature]
Assistant Secretary

Attest:
[Signature]
Secretary

Witnesses:
[Signature]
Arlee Myers

Witnesses:

Property of Cook County Clerk's Office

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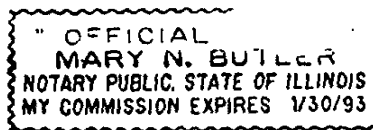
STATE OF ILLINOIS)
COUNTY OF LAKE) ss.

I, Mary N. Butler, a Notary Public, do hereby certify that Linda B. Carman, personally known to me to be the Vice President of WALGREEN CO., an Illinois corporation, and E. H. King, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to 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 Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed hereto, 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 uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of August, 1991.

My commission expires:

Mary N. Butler
Notary Public



STATE OF Ill)
COUNTY OF Cook) ss.

I, The undersigned, a Notary Public, do hereby certify that MICHELE HOFSTADT, personally known to me to be the Assistant Vice President President of AMALGAMATED TRUST and SAVINGS BANK, as Trustee aforesaid, and IRVING B. POLAKOW, personally known to me to be the VICE PRESIDENT Secretary of said Trust, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Assistant Vice President President and VICE PRESIDENT Secretary, they signed and delivered the said instrument as Assistant Vice President President and VICE PRESIDENT Secretary of said Trust, and caused the corp seal of said Trust to be affixed hereto, pursuant to authority, given by the Board of Directors of said Trust as their free and voluntary act, and as the free and voluntary act and deed of said Trust, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30th day of July, 1991.

My commission expires:

Genita Eunice Fuller
Notary Public



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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: 312.603.4000 FAX: 312.603.4001
WWW.COOKCOUNTYCLERK.COM

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EXHIBIT B

PARCEL 1:

LOTS 1 THROUGH 5, INCLUSIVE, AND LOTS 33 THROUGH 35, INCLUSIVE, TOGETHER WITH THE VACATED ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 5 AND LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 35, IN BLOCK 1 IN FORD CALUMET TERRACE SUBDIVISION IN THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART TAKEN FOR ROAD PURPOSES BY PROCEEDINGS HAD IN COUNTY COURT CASE NUMBER 58S17307, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 28 (EXCEPT THE EAST 5 FEET) AND LOT 29 (EXCEPT THE EAST 5 FEET), IN BLOCK 1 IN FORD CALUMET TERRACE SUBDIVISION IN THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 30, IN BLOCK 1 IN FORD CALUMET TERRACE SUBDIVISION IN THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART TAKEN FOR ROAD PURPOSES BY PROCEEDINGS HAD IN COUNTY COURT CASE NUMBER 58S17307, ALL IN COOK COUNTY, ILLINOIS.

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