

RED LOBSTER
4/1/91 (mbk)
B:VMDL\90R072

COOK COUNTY, ILLINOIS

1991 SEP 27 PM 2:58

91505181

15.00

MEMORANDUM OF LEASE

This Memorandum of Lease is dated the 5th day of JUNE, 1991 and is by and between Lincolnwood Associates, an Illinois General Partnership ("LANDLORD") and General Mills Restaurants, Inc., a Florida Corporation ("TENANT").

WITNESSETH

WHEREAS, on the 8th day of January, 1990, LANDLORD and TENANT entered into a written lease agreement (hereinafter referred to as "Lease") for certain premises situated in the City of Lincolnwood, County of Cook and State of Illinois, as more particularly set forth in said Lease and described on Exhibit "A", attached hereto and made a part hereof as if fully rewritten herein; and

WHEREAS, the parties are desirous of placing their interests therein as a matter of record.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the parties intending to be legally bound thereby, the parties hereto hereby agrees as follows:

1. The term of the above mentioned Lease shall be ten (10) years commencing on the earlier to occur of September 29, 1991 or the date TENANT opens for business, and terminating on the last day of the tenth (10th) Lease Year after the commencement date.
2. TENANT has the right and option to renew said Lease for four (4) additional periods of five (5) years upon the terms, covenants and conditions set forth therein.
3. LANDLORD agrees that for a period of ten (10) years from the commencement of the Lease Term, or until any change in use pursuant to the Lease, whichever shall first occur, LANDLORD will not lease, sublease or otherwise operate or contract, by conveyance or otherwise, in the Center, for a food service establishment featuring or specializing in the sale, at retail, of seafood in a manner similar to TENANT. Featuring or specializing, for the purposes of this provision, shall mean that such items as aforesaid, shall be identified as major menu items in terms of sales volume of public identification. The aforesaid restriction shall not be applicable to any food service establishment, to any purveyor of unprepared foods intended for future off-premises consumption and shall not be applicable to any in-line tenants of the Center. This covenant may not be waived without TENANT'S express written consent.

D-7254985 D-1

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-SIGNATURES ON FOLLOWING PAGE-

Prepared by -
mail to

Battle & Fowler
280 Park Avenue
New York 10017
Dean S Dittle

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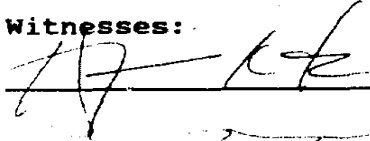
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-SIGNATURE PAGE-
MEMORANDUM OF LEASE (90-R-072)

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease the day and year first above written.

Witnesses:





LINCOLNWOOD ASSOCIATES, an
Illinois General Partnership
(LANDLORD)

By: SIMON LINCOLNWOOD DEVELOPERS
LIMITED PARTNERSHIP, an Indiana
Limited Partnership, its
General Partner

By: SIMON-LINCOLNWOOD, INC., an
Indiana Corporation, its
General Partner

By: 

Herbert Simon
President

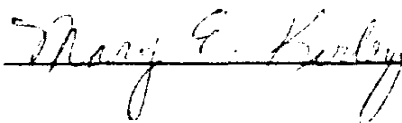
General Mills Restaurants, Inc.
(TENANT)

By: 

Richard D. Halterman
Senior Vice President

Attest: 

Martin V. Goldsmith
Assistant Secretary



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STATE OF INDIANA)
) SS.
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Herbert Simon, President of SIMON-LINCOLNWOOD, INC., an Indiana Corporation, General Partner of SIMON LINCOLNWOOD DEVELOPERS LIMITED PARTNERSHIP, an Indiana Limited Partnership, General Partner of LINCOLNWOOD ASSOCIATES, an Illinois General Partnership, who executed the foregoing instrument for and on behalf of said Partnership.

WITNESS my hand and notarial seal this 5TH day of JUNE, 1991.

BRIAN J. ... Notary Public
County of Marion, Indiana
My Commission Expires August 9, 1992

[Signature]
Notary Public in and for _____
County, State of _____
My Commission Expires: _____

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

Before me, a Notary Public in and for said County and State, personally appeared Richard D. Halterman and Martin N. Goldsmith, to me personally known as the Senior Vice President and Assistant Secretary, respectively of GENERAL MILLS RESTAURANTS, INC., a Florida Corporation, who executed the foregoing instrument for and on behalf of said Corporation by authority of its Board of Directors.

WITNESS my hand and notarial seal this 18th day of March, 1991.

[Signature]
Notary Public in and for ORANGE
County, State of FLORIDA
My Commission Expires: [Date]

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LEGAL DESCRIPTION:

That part of Lot 8 described as follows:
Beginning at the Northwest corner of Lot 8; thence
North $88^{\circ}20'30''$ East 238.00 feet along the North line of
Lot 8; thence South $1^{\circ}39'30''$ East 127.88 feet; thence
South $44^{\circ}03'39''$ West 174.43 feet to the Southeast line of
Lot 8; thence North $41^{\circ}51'21''$ West 168.00 feet along last
said line to the West line of Lot 8; thence North $41^{\circ}51'21''$
West 136.50 feet along last said line to the place of beginning,
all in Lincolnwood Town Center Subdivision, being a part of the
North Half of Section 35, Township 41 North, Range 14 East of the
Third Principal Meridian, as recorded May 24, 1984 in Cook County
No. 89242443. in Cook County, Illinois.

10-31-2011-006
10-31-2014-014

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