

# UNOFFICIAL COPY

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## MEMORANDUM OF LEASE

This Memorandum of Lease is dated the 27<sup>th</sup> day of May 1990 and is by and between North Riverside Partnership ("LANDLORD") and General Mills Restaurants, Inc., a Florida corporation, ("TENANT").

### WITNESSETH

WHEREAS, on the ~~21<sup>st</sup>~~ <sup>8<sup>th</sup></sup> day of ~~April~~ <sup>December</sup>, 1988 Landlord and Tenant entered into a written lease agreement (hereinafter referred to as "Lease") for certain premises situated in the City of North Riverside, 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 agree as follows:

1. The term of the above mentioned lease shall be ten (10) years commencing on the 21<sup>st</sup> day of May 1990 and terminating on the ~~20<sup>th</sup>~~ <sup>31<sup>st</sup></sup> day of ~~May~~ <sup>January</sup> 2000.

2. Tenant has the right and option to renew said lease for four (4) additional period(s) of five (5) years upon the terms, covenants and conditions set forth therein.

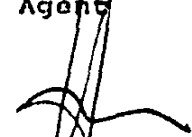
3. Landlord agrees for a period of ten (10) years from the commencement of the Lease Term, or until any change in USE pursuant to said Lease, whichever shall first occur, Landlord will not lease, sublease or otherwise operate or contract by conveyance or otherwise, in the North Riverside Mall (hereinafter "Mall") for a food service establishment featuring or specializing in the sale, at retail, of Italian food in a manner similar to Tenant. Featuring or specializing, for the purpose of this provision, shall mean that such items, as aforescribed, shall be identifiable as major menu items in terms of sales volume or 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-lying tenants of the Mall.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease this 27<sup>th</sup> day of May, 1990.

(LANDLORD)

NORTH RIVERSIDE PARTNERSHIP,  
an Illinois Partnership

By: M.S. MANAGEMENT ASSOCIATES,  
INC., an Indiana Corporation,  
Its Agent

By:   
Herbert Simon, President

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Case No. 15-25-700-15

15-25-700-15

MAIL ROOM  
1000 S. ROLL, CHICAGO, ILL.  
GENERAL MILLS RESTAURANTS, INC.  
5155 S.  
1000 S. ROLL, CHICAGO, ILL. 60608

14.00

BOX 334

MEMORANDUM OF LEASE (PAGE TWO)  
**UNOFFICIAL COPY**

This Memorandum of Lease is dated the 27th day of May, 1990 and is by and between North Riverside Partnership ("LANDLORD") and General Mills Restaurants, Inc., a Florida Corporation, ("TENANT").

(TENANT)  
If Corporation

GENERAL MILLS RESTUARANTS, INC.

By:

Richard D. Halterman  
Richard D. Halterman  
Senior Vice President

Attest:

Martin N. Goldsmith  
Martin N. Goldsmith  
Assistant Secretary

STATE OF Florida  
COUNTY OF Duval

I hereby certify that before me personally appeared Robert J. Smith, to me well known and known to me to be the President of W. W. Management Associates and he did acknowledge before me that said instrument is the free act and deed by him for the purposes therein expressed.

Witness my hand and official seal this 27th day of May, 1990.

Laura A. Woodall  
Notary Public

Laura A. Woodall

My Commission Expires: Jan. 7, 1992

County of Residence: Marion

My Commission Expires:  
(Notarial Seal)

STATE OF FLORIDA  
COUNTY OF ORANGE

I hereby certify that before me personally appeared Richard D. Halterman, to me well known and known to me to be the Sr. Vice President of General Mills Restaurants, Inc. and he did acknowledge before me that said instrument is the free act and deed by him for the purposes therein expressed.

Witness my hand and official seal this 16th day of May, 1990.

Jana M. Chamberlain  
Notary Public

Notary Public, State of Florida at Large

My Commission Expires Oct. 4, 1993

My Commission Expires:  
(Notarial Seal)

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That part of the Northeast Quarter of Section 25, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows: Beginning at a point 1313.75 feet West of the East line of said Northeast Quarter and 50 feet South of the North line of said Northeast Quarter, which point is also 40 feet West of the West line of the North-South Illinois Central Railroad Right-Of-Way; thence due West along a straight line 50 feet South of and parallel with the North line of said Northeast Quarter a distance of 200.00 feet; thence South 00 degrees 06 minutes 18 seconds East 236.00 feet; thence due East 200.00 feet to said line 1313.75 feet West of said East line, and 40 feet West of the West line of the North-South Illinois Central Railroad Right-Of-Way; thence North 00 degrees 06 minutes 18 seconds West, and along said line 1313.75 feet West of said East line and 40 feet West of the West line of the North-South Illinois Central Railroad Right-Of-Way, 236.00 feet to the place of beginning, in Cook County, Illinois.

*LOCATION: SOUTH SIDE OF CUMMANS ST., WEST OF HARLEM AVE  
MAY 15 1915  
MAY 15 1915*

*PERMANENT TAX NUMBERS: 13-25-200-005*

EXHIBIT "A"

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