

91303277

MEMORANDUM OF LEASE

DEPT-01 RECORDING \$16.00
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#0286 # C # - 91 - 303277
COOK COUNTY RECORDER

This Memorandum of Lease is made on the 13th day of June, 1991, by and between AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, not personally but as Trustee under a Trust Agreement dated December 30, 1987 and known as Trust No. 104351-05, hereinafter referred to as "Landlord", and THE PEOPLES GAS LIGHT & COKE COMPANY, an Illinois corporation, hereinafter referred to as "Tenant".

Landlord is the owner of a tract of land located in Chicago, Illinois which premises are sometimes referred to as "Landlord's Tract," and legally described on Exhibit A. Landlord's Tract, together with the tentative original buildings to be constructed thereon, are depicted on Exhibit B, and said tracts and any improvements and appurtenances constructed thereon are sometimes hereinafter referred to as the "Shopping Center." The parties to this Memorandum of Lease are parties to a certain Lease of even date herewith (the "Lease"). Said Lease provides that, in consideration of the rents, covenants and agreements reserved and contained on the part of the Tenant to be observed and performed under the Lease, Landlord leased and demised to Tenant and Tenant leased from Landlord, subject to and with the benefit of the terms of the Lease, the store premises sometimes herein referred to as the "Leased Premises" and more particularly described as follows: All of the store premises known as 1920-1926 East 95th Street, Chicago, Illinois 60617, consisting of approximately 6,240 square feet and being approximately 104 feet in width and approximately 60 feet in depth, as crosshatched on the site plan attached hereto and made a part hereof as Exhibit B, together with such appurtenances and rights respecting common areas and facilities as more particularly set forth in said Lease.

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The term shall begin approximately February 10, 1992, and shall end approximately May 1, 2002, subject to all of the terms, conditions, provisions and covenants of said Lease of even date herewith which are incorporated herein by reference; among said terms, conditions, provisions and covenants is the option of the Tenant to extend the term of the Lease for five (5) additional Lease Years provided Tenant is not in default under the Lease and further provided tenant timely notifies Landlord of its exercise of said option, all in accordance with the Lease.

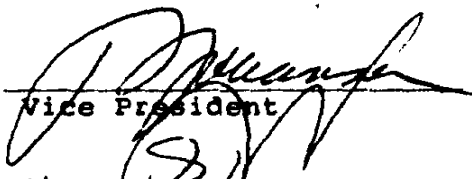
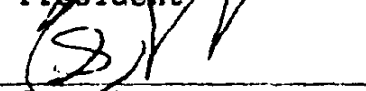
This Memorandum of Lease is subject to all of the conditions, provisions, covenants and agreements provided in the Lease, which are hereby incorporated herein by reference. In the event of any inconsistency between the terms of this Memorandum of Lease and the terms of the Lease, the terms of the Lease shall control.


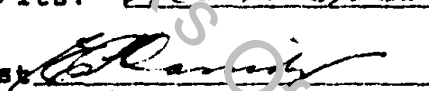
IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Lease as of the day and year first above written.

AMERICAN NATIONAL BANK &
TRUST COMPANY, not personally
but as Trustee as aforesaid

THE PEOPLES GAS LIGHT &
COKE COMPANY

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By: 
Vice President
Attest: 
Secretary

By: 
Its: Vice President
Attest: 
Secretary

LESSOR

LESSEE

8612r(2)

This instrument is executed by the undersigned, who are not personally indebted to the Trustee in the execution of this instrument, and the Trustee is not indebted to the undersigned in the execution of this instrument. The undersigned hereby certify that the execution of this instrument is not in violation of any law, ordinance, or regulation, and that the execution of this instrument is not in violation of any contract, agreement, or obligation. The undersigned hereby certify that the execution of this instrument is not in violation of any law, ordinance, or regulation, and that the execution of this instrument is not in violation of any contract, agreement, or obligation. The undersigned hereby certify that the execution of this instrument is not in violation of any law, ordinance, or regulation, and that the execution of this instrument is not in violation of any contract, agreement, or obligation.

Notary Public

My Commission expires:

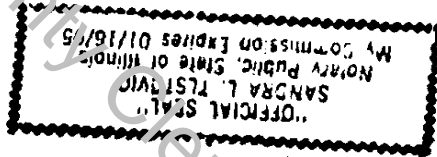
Given under my hand and notarial seal this _____ day of _____, 19__.

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____ and _____ personally known to me to be the _____ Secretary of said _____ corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as _____ President and _____ 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 uses and purposes therein set forth.

91303277

STATE OF _____
COUNTY OF _____
SS. _____

Notary Public



My Commission expires:

Given under my hand and notarial seal this _____ day of _____, 19__.

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____ and _____ personally known to me to be the _____ Secretary of said _____ corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as _____ President and _____ 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 uses and purposes therein set forth.

JUN 13 1991

STATE OF _____
COUNTY OF _____
SS. _____

UNOFFICIAL COPY

EXHIBIT A

95TH AND JEFFREY

LEGAL DESCRIPTION

The N. 183 ft. of the S. 233 ft. of the W. 380 ft. of the E. 569 ft. of the S. W. 1/4 of Sec. 1, T. 37 N., R. 14 E. of the 3rd P. M., in Cook County, Illinois

Address: 1920-1926 E. 95th
Chicago, Illinois

PIN: 25-01-324-031
25-01-324-034

Property of Cook County Clerk's Office

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