

UNOFFICIAL COPY

EXHIBIT DOCUMENT NO:
Mary M. Sartier - Law Dept.
711 Greens
220 Illinois Road
Deerfield, IL 60015

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

Provisions for 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 said lease, and all of said provisions, terms, covenants and conditions are, by reference thereto, hereby incorporated in and made a part of this Memorandum and Ratification of Lease.

WHEREAS, owner acquired title to the Shopping Center by deeds dated August 27, 1991, assigned said lease to landlord herein; and WHEREAS, Centrum by assignment dated August 27, 1991, referred to as the "Shopping Center;" and hereo attached and made a part hereof and hereinafter and Pingshen Road, all as legally described in Exhibit "B" Glenview Market Place at the northeast corner of Willow Road and made a part hereof as Exhibit "A," as part of the belonging thereto, all as shown on the plan attached hereto improvements, appurtenances, easements and privileges created and completed by landlord, and together with all the "leased premises," in the new one story building to be square feet on the first floor, hereinafter referred to as depth, being an irregularly shaped area containing 14,447 frontage and not less than 108 feet of depth at its greatest State of Illinois, to include not less than 108 feet of provided, the premises located in the Village of Glenview, commenced August 1, 1991, and continuing to and including Agreement dated March 22, 1990 ("said Lease"), Centrum by letters dated March 22, 1990, May 1, 1991 and by

WHEREAS, by lease dated October 30, 1990, as modified by letters dated March 22, 1990, May 1, 1991 and by Agreement dated March 22, 1990 ("said Lease"), Centrum Properties, Inc., an Illinois corporation ("Centrum"), as landlord, leased to Tenant, and Tenant rented, for the term commencing August 1, 1991, and continuing to and including July 31, 2041, subject to prior termination as hereinafter provided, the premises located in the Village of Glenview, State of Illinois, to include not less than 108 feet of frontage and not less than 108 feet of depth at its greatest depth, being an irregularly shaped area containing 14,447 square feet on the first floor, hereinafter referred to as the "leased premises," in the new one story building to be created 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," as part of the Glenview Market Place at the northeast corner of Willow Road and Pingshen Road, all as legally described in Exhibit "B" hereo attached and made a part hereof and hereinafter referred to as the "Shopping Center;" and

MEMORANDUM AND RATIFICATION OF LEASE

DEPT-01 RECEIVING 1:58:00
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1137 : 1137 * 92-421169
LOOK ONLY REORDER

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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 1,000 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 in which food items or alcoholic beverages shall be sold for consumption off the premises, nor for the operation of a business in which photographing services and/or photographic film are offered for sale. The above provision pertaining to the sale of so-called health and/or beauty aids and/or drug sundries shall not apply to the operation of a beauty salon in the shopping center selling such items as a incidental part of its business. The above provision pertaining to convenience food items shall not apply to a bakery, delicatessen, butcher shop, sea food shop, poultry shop or restaurant. The above provision pertaining to alcoholic beverages shall not

EXCLUSIVES

(a) 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 205 automobiles in the front of the leased premises), 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, invitees and employees of Tenant and other occupants of said shopping center. Landlord may temporarily close portions of the parking areas for the purpose of maintaining and repairing the parking areas. 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 hereon. 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."

6/25/92

PARKING

Said Lease, among other things, contains the following provisions:

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and one of the warrants, indentures, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, 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 American National Bank and Trust Company of Chicago, on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

This Memorandum and Ratification 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 terms and other terms, covenants and conditions of said Lease, and this Memorandum and Ratification 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 terms and other terms, covenants and conditions of said Lease here to.

Owner and Landlord ratifies said Lease and expressly agrees and agrees that the Shopping Center is subject to said Lease and that they shall perform and abide by all the terms, conditions, provisions and agreements in said Lease, with the same full force and effect as though Landlord was bound with legal title on the date of execution and and delivery of said Lease.

The provisions set forth above restricting the sale of food items shall not apply to a business devoted to the retail sale of Korean specialty food items, meat, fish and other related items hereto.

apply to the sale of wine by a wine and cheese store in the Shopping Center. The above provision pertaining to photographing services and/or photographic film shall not apply to one full-line camera shop 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.

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This instrument is executed by the above Land Trustee, not personally but solely as trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agency, employment or control over the management of the property and no knowledge of other factual matters except as reported to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder, and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof. It is understood between the parties hereto that the above excuplation shall be a part of said lease with the same full force and effect as if such excuplation was originally a part of said lease.

Witnesses:

Assistant Secretary

Attest:

Vice President

By: _____
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
as Trustee (foreclosed)
not individually but solely

OWNERS:

Witnesses:

By: _____
a General Partner
LANDLORD:
GREENBROOK MARKET PLACE
LIMITED PARTNERSHIP

Witnesses:

Attest:

Assistant Secretary

By: _____
HOND DRUG COMPANY OF ILLINOIS

TENANT:
HOND DRUG COMPANY OF ILLINOIS
By: _____
Vice President

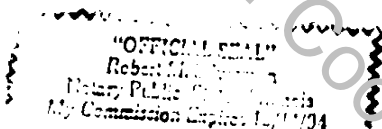
IN WITNESS WHEREOF, Landlord and Tenant have executed this lease, under seal, as of the day and year first above written.

63252926

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, [Signature], a Notary Public, do hereby certify that [Signature] and [Signature], personally known 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 officers they signed and delivered the said instrument as such officers 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 17 day of March, 1992.



[Signature]
Notary Public

My commission expires:

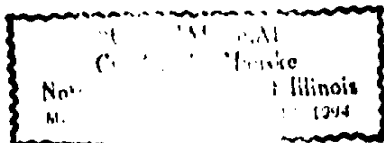
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, [Signature], a Notary Public, do hereby certify that [Signature] General Partner for GLENBROOK MARKET PLACE LIMITED PARTNERSHIP, personally known to be the General Partner, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that as such officer he signed and delivered the said instrument as such officer of said partnership, as the free and voluntary act and deed of said partnership, for the purposes therein set forth.

Given under my hand and notarial seal this 17 day of March, 1992.

[Signature]
Notary Public

My commission expires:



69002069

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, a Notary Public, do hereby certify that _____ and _____, personally known to be the Vice President and Assistant Secretary, respectively, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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 officers they signed and delivered the said instrument as such officers of said banking institution, and caused the seal of said banking institution to be affixed thereto, pursuant to authority, given by the Board of Directors of said banking institution as their free and voluntary act, and as the free and voluntary act and deed of said banking institution, for the purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ 1992.

My commission expires _____

Notary Public

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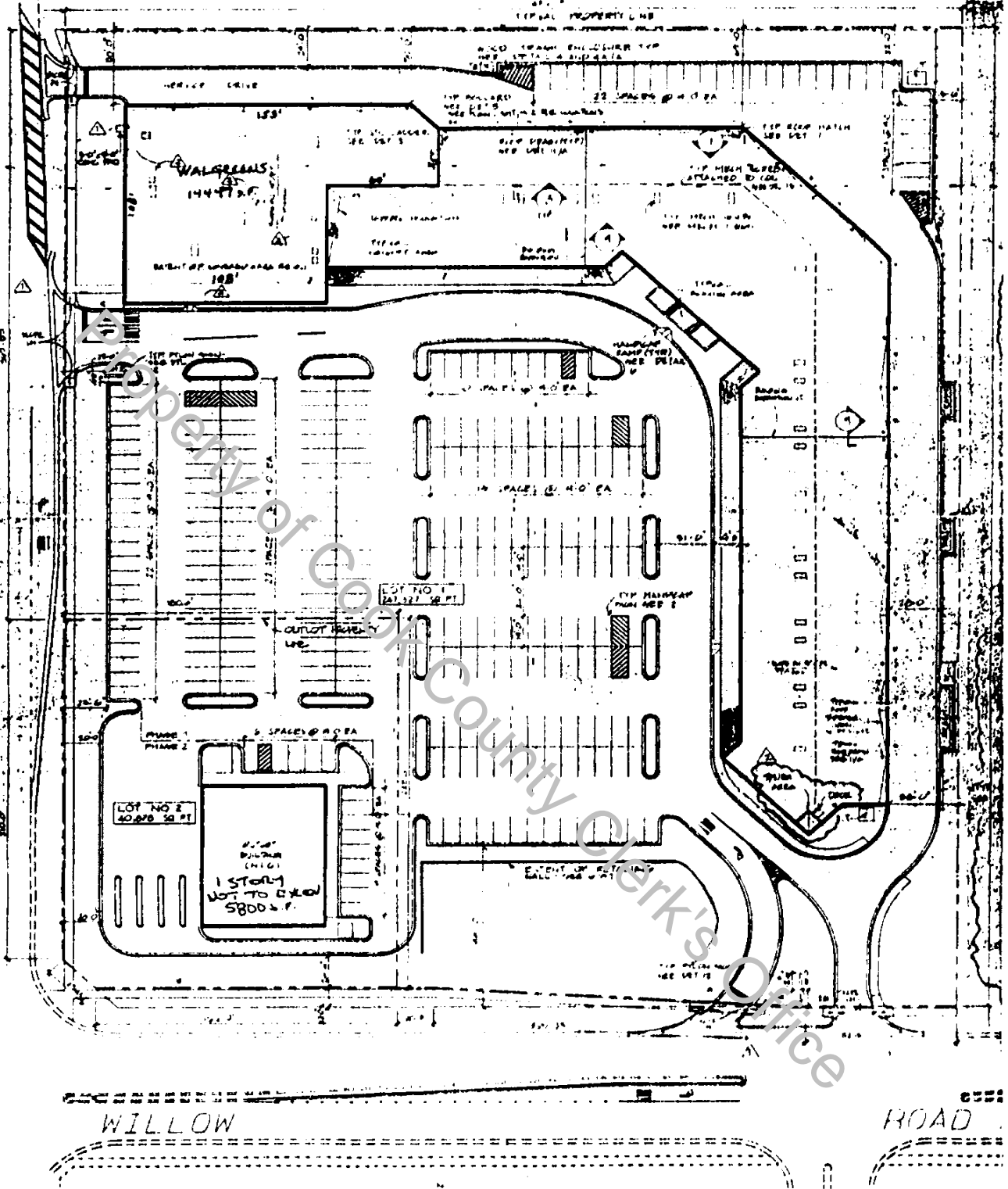
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100% PLUMBING
1 PLUMBING NOT
TO BE MOVED
SEE SPECIFIC
NOTES

ROAD

PFINGSTEN



WILLOW

ROAD

SITE PLAN / ROOF PLAN
SCALE 1/8\"

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EXHIBIT "A"

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EXHIBIT "B"

Lot 1 in Glenbrook Market Place Subdivision being a resubdivision of part of Tracts 1 and 2 of Abel's Division in Section 21, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax No.: 04-21-100-013-000
04-21-100-015-0000

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