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92595435

MEMORANDUM OF LEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

AMERICAN NATIONAL BANK OF CHICAGO as Trustee U/T dated July 15, 1989 and known as Trust No. 108929-09, whose address is \_\_\_\_\_, hereinafter "LANDLORD", does hereby lease, rent, let and demise unto BURGER KING CORPORATION, a Florida corporation, whose address is 1777 Old Cutler Road, P. O. Box 520783, General Mail Facility, Miami, Florida, 33152, hereinafter "TENANT", its successors and assigns, and TENANT takes and hires from LANDLORD under a certain unrecorded Lease dated July 17, 1992, the following described property, lying and being in the Parish of Cook, State of Illinois, more particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

338

AND MADE A PART HEREOF

This Memorandum of Lease is for recording notice purposes.

Said Lease is now in effect for a term commencing as stated in the Lease and expiring ten (10) years thereafter, unless sooner terminated in accordance with the provisions thereof, with respect to termination by default, or for other causes; that said Lease itself contains the contract of leasing and otherwise between the parties, including the amount of rent, times when said rent shall be paid, and other provisions and covenants as regulate and govern the relationship of LANDLORD and TENANT between the parties; and all persons are hereby put on notice of the existence of such Lease and are referred to said Lease itself for its terms and conditions.

Landlord covenants so long as Tenant is continuously operating the leased premises as a Burger King® Restaurant and is not otherwise in default or breach of terms of the Lease, that no portion of the building "B" other than leased premises shall be sold, leased, used or occupied during the term for any extensions for a hamburger restaurant.

# UNOFFICIAL COPY

Tenant has a non-exclusive Easement for vehicular parking and vehicular and pedestrian ingress and egress to and from the property to the Shopping Center, over, upon and across the parking area, driveways, exits and entrances of the Shopping Center.

Tenant has a non-exclusive Easement for the purpose of tying into, installing, operating, maintaining, repairing and replacing any and all utility lines and related facilities. Landlord covenants to maintain utility lines in good condition and repair. Landlord covenants that in the event specific easements are necessary it will execute any easements to utility companies in order to serve the leased premises.

IN WITNESS WHEREOF, this Amended Memorandum of Lease is dated as of the 29th day of July, 1992.

Witnesses:

*Trust Co*  
AMERICAN NATIONAL BANK OF CHICAGO  
as Trustee U/T dated July 15, 1989,  
and known as Trust No. 108929-09

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

BY: *[Handwritten signature]*

ATTEST: *[Handwritten signature]*

LANDLORD  
(SEAL)

Witnesses:

GLENN R. HEYMAN, not personally but solely  
as examiner for the estate of Lefkas  
General Partners No. 1029

\_\_\_\_\_  
\_\_\_\_\_

BY:

GLENN R. HEYMAN

This instrument is executed by the undersigned 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, conditions and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. 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, condition or agreement of the Trustee in this instrument.

# UNOFFICIAL COPY

Tenant has a non-exclusive Easement for vehicular parking and vehicular and pedestrian ingress and egress to and from the property to the Shopping Center, over, upon and across the parking area, driveways, exits and entrances of the Shopping Center.

Tenant has a non-exclusive Easement for the purpose of tying into, installing, operating, maintaining, repairing and replacing any and all utility lines and related facilities. Landlord covenants to maintain utility lines in good condition and repair. Landlord covenants that in the event specific easements are necessary it will execute any easements to utility companies in order to serve the leased premises.

IN WITNESS WHEREOF, this Amended Memorandum of Lease is dated as of the 29 day of July, 1992.

Witnesses:

<sup>and Trust Co.</sup>  
AMERICAN NATIONAL BANK OF CHICAGO  
as Trustee U/T dated July 15, 1989,  
and known as Trust No. 108929-09

BY: [Signature]  
[Signature]  
ATTEST: [Signature]  
LANDLORD  
(SEAL)

Witnesses:

GLENN R. HEYMAN, not personally but solely  
as examiner for the estate of Lefkas  
General Partners No. 102

[Signature]  
[Signature]  
BY: [Signature]  
GLENN R. HEYMAN

This instrument is executed by the undersigned 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. 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

LS:rl/colingEP.15 agreement of the Trustee in this instrument.  
3/23/92  
Clawo/Cat-Sag  
Crestwood, IL

Witnesses:

[Signature]  
[Signature]

BURGER KING CORPORATION

By: [Signature]  
Vice President

Attest: [Signature]  
Assistant Secretary

TENANT  
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared Leslie Sharmean  
and [Signature]

to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Vice President and Assistant Secretary of BURGER KING CORPORATION, a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such Vice President and Assistant Secretary respectively of said corporation, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 8 day of July, 1972.

(SEAL)

[Signature]  
Notary Public  
My Commission Expires:

UNOFFICIAL COPY

Property of Cook County Clerk's Office

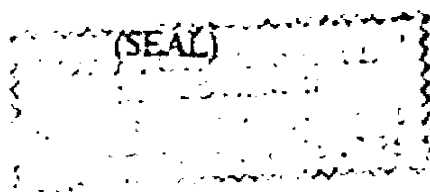
UNOFFICIAL COPY

STATE OF Ill.  
COUNTY OF Cook

BEFORE ME, the undersigned authority, personally appeared Walter M. Luskus and Gregory S. Resbury, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as TRUST OFFICER and ASSISTANT SECRETARY of AMERICAN NATIONAL BANK OF CHICAGO as Trustee U/I dated July 15, 1989, and known as Trust No. 108929-09, a Special Purpose Vehicle, and severally acknowledged to and before me that they executed such instrument as such TRUST OFFICER and ASSISTANT SECRETARY respectively of said Limited Partnership, and that said instrument is the free act and deed of said Limited Partnership.

WITNESS my hand and official seal this 27 day of Aug., 1992.

L. M. Sorenski  
Notary Public  
My Commission Expires:

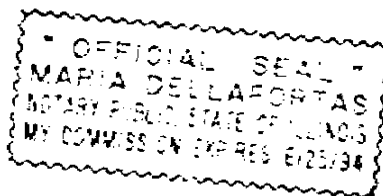


STATE OF IL  
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 27 day of August, 1992, by GLENN R. HEYMAN, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

[Signature]  
Notary Public  
Name:  
My Commission Expires:

(SEAL)



LS/A/ndmg/EP/LS  
3/23/92  
Cicero/Cai-Sag  
Crestwood, IL

UNOFFICIAL COPY

STATE OF IL  
COUNTY OF Cook

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as TRUST OFFICER and ASSISTANT SECRETARY of AMERICAN NATIONAL BANK OF CHICAGO as Trustee U/T dated July 15, 1989, and known as Trust No. 108929-09, a \_\_\_\_\_, and severally acknowledged to and before me that they executed such instrument as such TRUST OFFICER and ASSISTANT SECRETARY respectively of said Limited Partnership, and that said instrument is the free act and deed of said Limited Partnership.

WITNESS my hand and official seal this \_\_\_\_\_ day of JUL 27 1992, 1992.

L. M. Sorensen  
Notary Public

My Commission Expires:



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992, by GLENN R. HEYMAN, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(SEAL)

# UNOFFICIAL COPY

## EXHIBIT "A"

### LEGAL DESCRIPTION

That part of the East 1/2 of Section 33, Township 37 North, Range 12 East of the Third Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of the Northeast 1/4 of said Section 33, thence North  $0^{\circ}-12'-49''$  West 569.14 feet along the West line of said Northeast 1/4; thence South  $51^{\circ}-18'-00''$  East 340.55 feet along a line drawn 815.38 feet Southwesterly of and parallel with the Southwesterly line of Calumet Sag Road; thence South  $38^{\circ}-42'-00''$  West 50.00 feet; thence South  $51^{\circ}-18'-00''$  East 620.25 feet; thence North  $38^{\circ}-42'-00''$  East 30.00 feet, to the point of beginning of the property herein described; thence South  $51^{\circ}-18'-00''$  East 1063.85 feet, to a point in a line drawn 1096.00 feet West of and parallel with the East line of the Southeast 1/4 of said Section 33; thence South 718.04 feet along said parallel line, to the South line of the North 80.00 feet of the South 1/2 of said Southeast 1/4 of Section 33; thence South  $89^{\circ}-46'-03''$  East 646.01 feet along said South line, to the West line of Lot 1 in Arthur T. McIntosh and Company's Cicero Avenue Farms, being a subdivision of part of said South 1/2 of the Southeast 1/4 of Section 33; thence North 0.33 feet, to the Northwest corner of Lot 1 in said Arthur T. McIntosh and Company's Cicero Avenue Farms; thence South  $89^{\circ}-46'-03''$  East 400.00 feet along the North line of said Lot 1, to the West line of Cicero Avenue; thence North 309.19 feet along said West line of Cicero Avenue; thence West 5.00 feet; thence North 539.55 feet along the West line of Cicero Avenue; thence Northwesterly 60.72 feet along the arc of a circle of 275.37 feet radius convex Northeasterly and whose chord bears North  $17^{\circ}-15'-19''$  West, to the Southwesterly line of said Calumet Sag Road; thence North  $52^{\circ}-29'-08''$  West 292.02 feet along said Southwesterly line; thence North  $47^{\circ}-30'-00''$  West 454.18 feet along the Southwesterly line of said Calumet Sag Road; thence North  $50^{\circ}-57'-06''$  West 361.73 feet along the Southwesterly line of said Calumet Sag Road; thence North  $38^{\circ}-42'-00''$  East 3.38 feet; thence North  $51^{\circ}-18'-00''$  West 610.00 feet along the Southwesterly line of said Calumet Sag Road; thence South  $38^{\circ}-42'-00''$  West 815.38 feet, to the herein designated point of beginning; all in Cook County, Illinois.

*Final*

Recorder's Office

92595435