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Recorded at the request of
SUPER CROWN BOOKS, and to be
mailed after recording to:

92595092

SUPER CROWN BOOKS CORPORATION
Attn: Legal Department
3300-75th Avenue
Landover, Maryland 20785

DEPT-01 RECORDING 835.00
T#0010 TRAN 2551 08/11/92 14:07:00
#4044 \$ * -92-595093
COOK COUNTY RECORDER

MEMORANDUM OF LEASE

Under date of July 1, 1992 TISHMAN SPEYER PROPERTIES, as agent
for the owners of the Building, as herein defined,
hereinafter called "Lessor," and Super Crown Books Corporation, a Delaware corporation, hereinafter
called "Lessee" entered into a Lease which provides among other things, that for and in consideration
of the rental therein reserved and upon the terms, conditions, covenants and provisions set forth at
length therein, the Lessor leases, lets and demises under the Lease and the Lessee does take, accept,
and rent from the Lessor for the term set forth in such Lease those certain premises situated in the
City of Chicago, County of Cook, State of Illinois, and more particularly
described in Schedule A attached hereto and made a part hereof and shown on a Plot Plan attached to
and made a part of said Schedule A, together with all easements, rights, and appurtenances in connec-
tion therewith or thereunto belonging.

The above referred to Lease is made upon the terms, conditions, covenants and provisions set
forth at length therein, each and all of which terms, conditions, covenants and provisions are hereby
incorporated herein with the same force and effect as if set out at length herein.

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

TISHMAN SPEYER PROPERTIES, as agent for the
owners of the building.

By: Paul W. Goff
(Name & Title) Managing Director

(Name & Title)

LESSOR

SUPER CROWN BOOKS CORPORATION

By: RHR

President

LESSEE

\$ 35.00

92595092

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STATE OF MARYLAND }
COUNTY OF ANNE ARUNDEL }

SS.

On this 1st day of July, 1997, before me, Jane S. Van Fleet, a Notary Public in and for said county and state, personally appeared Robert Haft, known to me to be the President of Super Crown Books Corporation, the corporation that executed the within instrument, known to me to be the person who executed the within instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public in and for said
County and State

My commission expires April 1, 1995

Property of Cook County Clerk's Office

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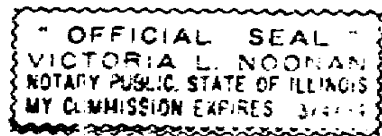
STATE OF Illinois)
COUNTY OF Cook) SS.

I, Victoria L. Noonan, a Notary Public in and for said County in the State aforesaid, do hereby certify that Michael Tishman, a Managing Director of Tishman Speyer Properties, Inc., a general partner of Tishman Speyer Properties, a New York Limited Partnership, and Victoria L. Noonan Secretary of said corporation, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Managing Director and Secretary, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

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

Victoria L. Noonan
Notary Public

My Commission Expires: July



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Case Administration

1235

SCHEDULE A

DESCRIPTION OF PROPERTY AND PLOT PLAN

Attached to and forming a part of that certain Lease and Memorandum of Lease executed under date of July 1, 1942, by and between TISHMAN SPYER PROPERTIES, as agent for the owners of the Building, as herein defined,

SUPER
as Lessor, and CROWN BOOKS CORPORATION, as Lessee

1 LESSOR'S PROPERTY The demised premises are a portion of Lessor's entire property, situated in the City of Chicago, County of _____, State of Illinois, and now commonly known as the 58 1/2 Monroe Street Building containing such Building (Such property hereinafter referred to as "Lessor's Property")

The legal description of Lessor's Property is set forth in paragraph 7 of this Schedule A

Schedule A-1 attached hereto and shown on Schedule A-2.

2 DEMISED PREMISES Lessor's Property provides a site for a store building in the location designated "Crown Books" on store site and improved Such store site is now thereon, or is to be improved pursuant to Schedule B containing 6,263 square feet and having inside dimensions of approximately 40' by 155'. Said store site, improvements, and appurtenant matters, and fixtures and equipment owned by Lessor, now or hereafter located thereon, are collectively referred to in this Lease as the "premises" or "demised premises"

3 COMMON AREA EASEMENTS Lessee, its agents, employees, patrons and invitees, in common with Lessor and all other tenants of portions of Lessor's Property and their respective agents, employees, patrons, and invitees shall have and are hereby granted, during the entire term of this Lease, the non-exclusive use of the common areas of Lessor's Property ("common areas") as hereinafter defined, which use by all users shall be for the purposes of ingress, egress, service utilities, and other purposes. The common areas shall be defined as the sidewalks, no enclosed mall areas, landscaped areas and all other areas based or intended to be leased to tenants of the building. public except those areas of the building.

Except as provided in paragraph 4 of this Lease, Lessee shall have no obligation or liability whatsoever in connection with the ownership, maintenance, or management of the common areas and Lessor shall manage, operate and maintain all such common areas, or cause the same to be done on its behalf.

4 INGRESS AND EGRESS Unless otherwise expressly set forth in the Lease, Lessor shall not vary the designated means of ingress and egress to or from the Building. Lessor shall use its best efforts to preserve access into and out of the Building at all times during the term of this Lease any means of ingress to or egress from the Building or the demised premises is not opened or is closed and is not within four (4) months of the closing replaced with a satisfactory substitute means of ingress or egress from the same public roadway, Lessee shall thereafter have the option either (a) to terminate this Lease upon written notice to Lessor within thirty (30) days after said four (4) month period has expired; (b) not to so terminate but withhold all maximum fixed rent payments due after said four (4) month period has expired until said substitute ingress or egress is opened, and within Lessee shall retain such withheld rent payments as liquidated damages, provided, however, that during any such period Lessee shall pay percentage rent equal to three percent (3%) of all gross sales made during such period, but such amount of gross sales shall not be used in computing percentage rent pursuant to paragraph 2.2 of this Lease.

¹ and areas containing utilities or other services integral to the operation of Lessee's business in the premises

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Exhibit

as otherwise provided in the lease or

any transferee, assignee or sublessee

In accordance with the terms of this lease,

5. **PLOT PLAN** Lessor covenants that no changes shall be made to the building area and/or to ~~the~~ common areas from that shown on ~~the~~ ^{Module A-1} and that no buildings, leaks or building-type structures may be built except within the building area or areas for building designation ~~of~~ ^{therein} except by written amendment to the lease, duly executed by the parties hereto.

6. **COVENANTS** All of the covenants of Lessor contained in the Lease shall be covenants running with the land pursuant to applicable law. It is expressly agreed that each covenant to do or refrain from doing some act on Lessor's Property or any part thereof (a) is for the benefit of the demised premises and ~~the~~ having any leasehold interest therein derived through Lessee (and) (b) shall be binding upon each successive owner, during his ownership, of any portion of Lessor's Property and upon each person having any interest therein derived through any owner of Lessor's Property.

7. LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Parcels 1, 2 and 3 as described on page A-3 attached hereto.

Street Address of Lessor's Property
is 55 E. Morse Street, Chicago, Ill.

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PARCEL 1:

LEASEHOLD ESTATE CREATED BY A CERTAIN INDENTURE OF LEASE MADE BY THE UNIVERSITY OF CHICAGO, A NOT FOR PROFIT CORPORATION OF ILLINOIS, AS TRUSTEE UNDER DEED IN TRUST DATED MAY 4, 1966 AND RECORDED JUNE 6, 1966 AS DOCUMENT NUMBER 19834980 (CREATING THE ELI B. WILLIAMS AND HARRIET B. WILLIAMS MEMORIAL FUND AND THE UNIVERSITY OF CHICAGO, A NOT FOR PROFIT CORPORATION OF ILLINOIS, TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1966 AND KNOWN AS TRUST NUMBER 49367, DATED MAY 18, 1966 AND RECORDED MAY 23, 1966 AS DOCUMENT NUMBER 19834980, AND AMENDED BY AMENDMENT DATED JULY 15, 1968 AND AMENDMENT TO LEASE DATED FEBRUARY 6, 1973 AND RECORDED FEBRUARY 27, 1973 AS DOCUMENT NUMBER 22233163, AND AMENDED BY AMENDMENT TO LEASE DATED NOVEMBER 29, 1977 AND RECORDED NOVEMBER 29, 1977 AND RECORDED JULY 28, 1978 AS DOCUMENT 24557609, DEMISING AND LEASING FOR A TERM OF YEARS BEGINNING SEPTEMBER 1, 1968 AND ENDING AUGUST 31, 2067, THE FOLLOWING DESCRIBED PREMISES TO WIT: PARCELS 1-"A" AND 1-"B".

PARCEL 1-"A":

LOTS 2 AND 3 IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 1-"B":

THE NORTH 54 FEET OF LOT 6 IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS Property I.D. No. 17-15-103-001-0000

PARCEL 2:

LEASEHOLD ESTATE CREATED BY THAT CERTAIN INDENTURE OF LEASE MADE BY THE BAPTIST THEOLOGICAL UNION LOCATED AT CHICAGO, AN ILLINOIS CORPORATION, TO CHICAGO TITLE AND TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1966 AND KNOWN AS TRUST NUMBER 49367, DATED MAY 18, 1966 AND RECORDED MAY 23, 1966 AS DOCUMENT NUMBER 19834981 AND AMENDED BY AMENDMENT DATED JULY 15, 1968 AND AMENDMENT TO LEASE DATED FEBRUARY 6, 1973 AND RECORDED FEBRUARY 27, 1973 AS DOCUMENT NUMBER 22233162 AND AMENDED BY AMENDMENT DATED NOVEMBER 29, 1977 AND RECORDED JULY 28, 1978 AS DOCUMENT 24557610 DEMISING AND LEASING FOR A TERM OF YEARS BEGINNING SEPTEMBER 1, 1968 AND ENDING AUGUST 31, 2067 THE FOLLOWING DESCRIBED PREMISES:

THE LAND:

THE SOUTH 1/2 OF LOT 7 AND SUBLOTS 1, 2, 3, 4 AND 5 OF ASSESSOR'S DIVISION IN LOT 10 IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS Property I.D. No. 17-15-103-002-0000

PARCEL 3:

LEASEHOLD ESTATE CREATED BY A CERTAIN INDENTURE OF LEASE AND ADDENDUM THEREON MADE BY HARRIS TRUST AND SAVINGS BANK, AN ILLINOIS CORPORATION, SUCCESSOR BY MERGER TO CHICAGO NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 2, 1950 AND KNOWN AS TRUST NUMBER 9484, TO CHICAGO TITLE AND TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1966 AND KNOWN AS TRUST NUMBER 49367, DATED MAY 18, 1966

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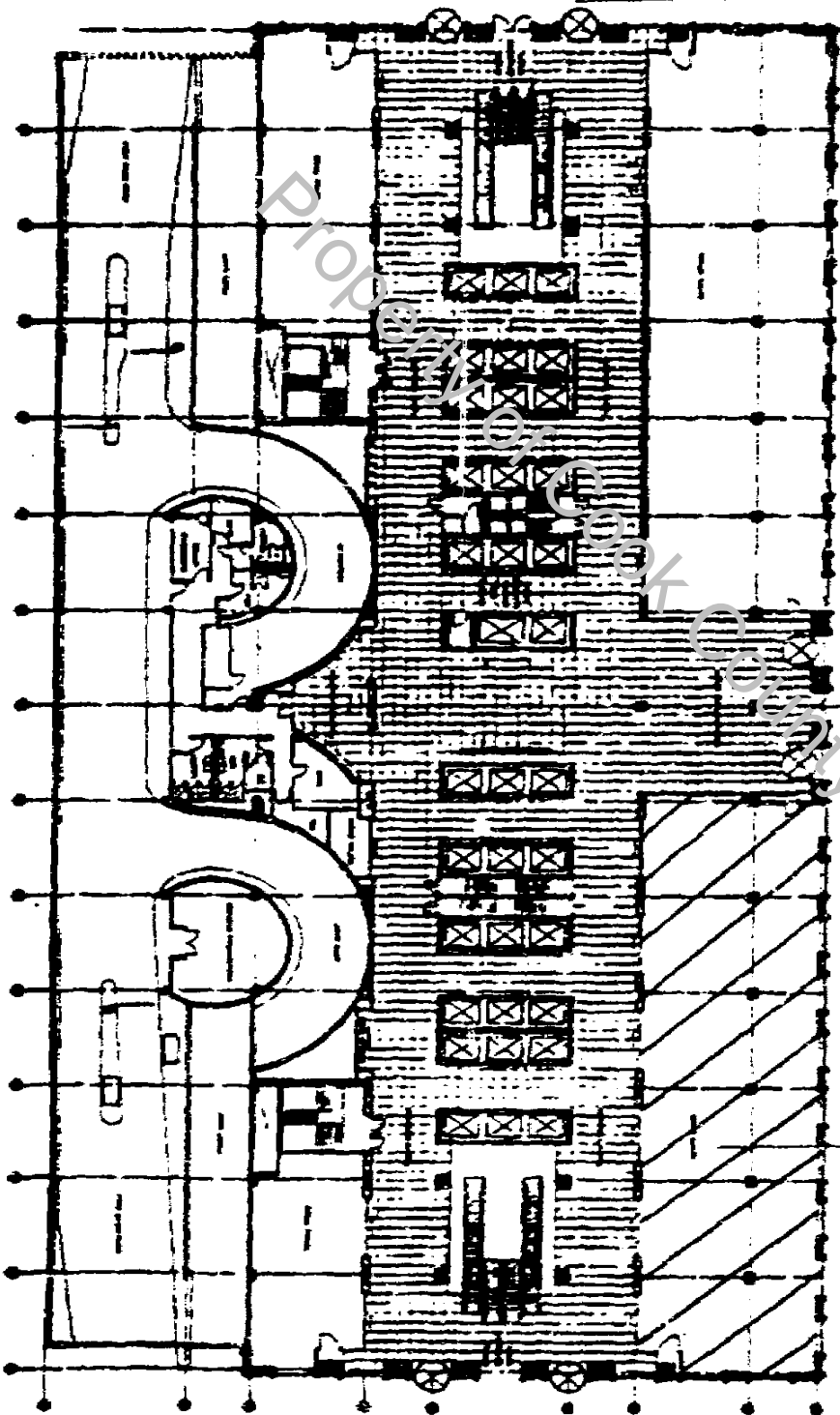
BEEN RECORDED AS DOCUMENT NUMBER 21047587 AND THE ADDENDUM NUMBER 3 TO LEASE, HAVING BEEN RECORDED AS DOCUMENT NUMBER 22233164 DEMISING AND LEASING FOR A TERM OF YEARS BEGINNING MAY 1, 1969 AND ENDING AUGUST 31, 2067 THE FOLLOWING DESCRIBED PREMISES:

THE LAND:

THE NORTH 1/2 OF LOT 7 AND THAT PART OF LOT 6 LYING SOUTH OF THE NORTH 54 FEET THEREOF, (EXCEPT THE EAST 9 FEET OF SAID LOTS) IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS Property I.D. No. 17-15-103-003-0000

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SCHEDULE A-1



Ground Floor

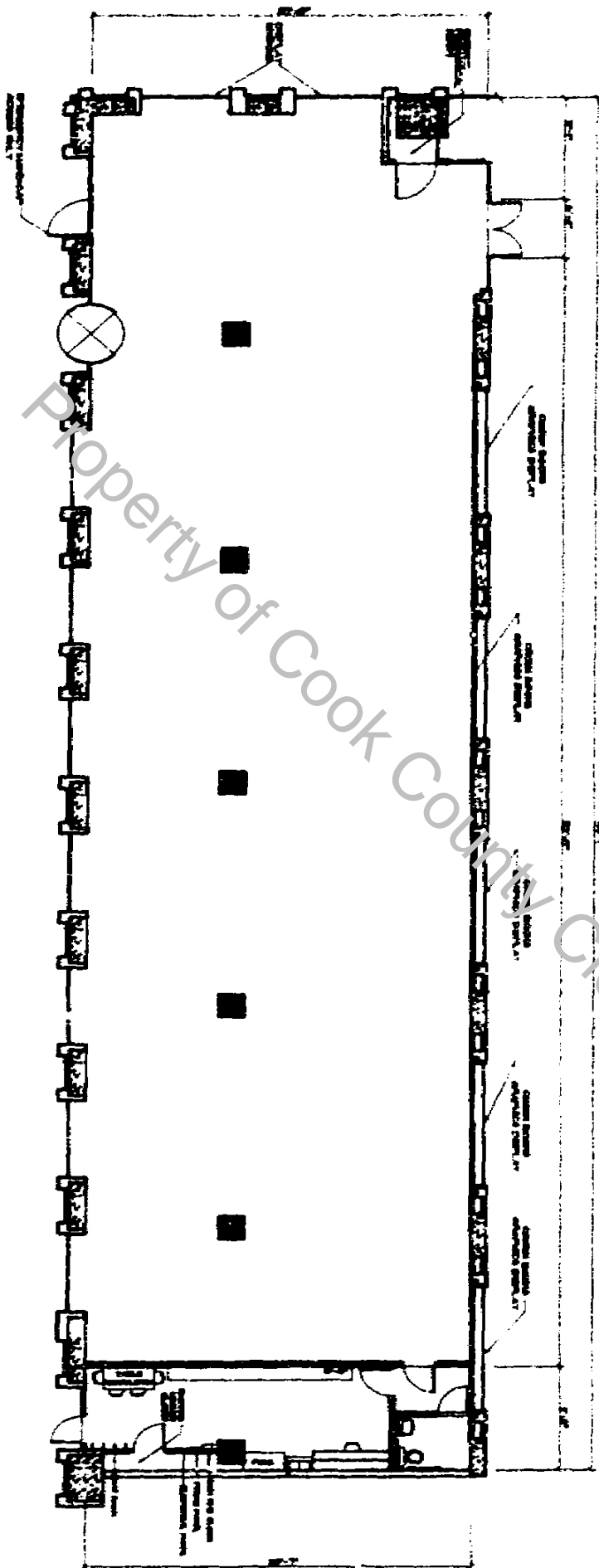
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RTY AND L&S ENGINE

SUPER CLEAN BOOK

Professional
Engineer

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