

Record and return to:  
Office Depot, Inc.  
2200 Old Germantown Road  
Delray Beach, FL 33445  
Attn: Liz Junge

**UNOFFICIAL COPY**  
MEMORANDUM OF LEASE

#218

THIS MEMORANDUM OF LEASE ("Memorandum") made as of the 25<sup>th</sup> day of June, 1992, by and between OFFICE DEPOT, INC., a Delaware corporation ("Tenant"), and LaSALLE NATIONAL TRUST, N.A., as successor trustee to LaSalle National Bank, not personally but as Trustee under Trust Agreement dated October 1, 1961 known as Trust No. 28684 ("Landlord").

DEPT-01 RECORDING \$29.50  
T#2222 TRAN 9564 09/30/92 12:14:00  
#0785 + A \* -92-724193  
COOK COUNTY RECORDER

WITNESSETH:

1. Premises. Landlord and Tenant have entered into a lease ("Lease") dated June 25, 1992 for that certain portion of a building lying, being and situate in Cook County, Illinois, with such portion or space containing approximately twenty-six thousand (26,000) square feet ("Premises").

The Premises is part of a shopping center known as "NorthPoint", which shopping center is located on that certain real property lying, being and situate in Cook County, Illinois, more particularly described on EXHIBIT A attached hereto and made a part hereof ("Shopping Center").

The boundaries and location of the Premises are cross-hatched on the diagram of the Shopping Center attached hereto and made a part hereof as EXHIBIT B ("Site Plan").

2. Term and Renewal Options. The term of the Lease is for ten (10) years. When the exact commencement and termination dates of the initial term of the Lease are determined, the parties agree to execute a recordable supplement to this Memorandum which will set forth such dates.

If the Lease is still in full force and effect, and if Tenant shall not be in default under the terms of the Lease, Tenant shall, subject to the terms and provisions of the Lease, have two (2) successive five (5) year options of extension.

3. Certain Restrictions: The Lease contains the following provisions:

A. Except for rights of any Occupant existing pursuant to any lease or other arrangement on the Date of Lease as set forth in Section 1.1.1 and only so long as an office supply store has not ceased to be operating in the Premises for a continuous period in excess of six (6) months (excepting any periods during which remodeling or restoration work is being conducted with due diligence), Landlord shall not permit via lease or other agreement (but subject to Landlord's obligations under Section 7.1.7 hereof) any Occupant of the Shopping Center, other than Tenant, to: (i) use more than two thousand (2,000) square feet of floor area (in the aggregate) for the sale, leasing, distribution or display of office supplies, including office furniture, office fixtures, office machines and equipment, computers, computer hardware, software and accessories, art supplies, architectural supplies, engineering supplies, photocopying services, facsimile services, or instant print shop services; or (ii) be primarily engaged as its primary business in the sale, leasing, distribution or display of any of the items set forth in (i) above, except, notwithstanding the foregoing, art supplies, architectural supplies and engineering supplies may be a primary business in any store of 3,000 square feet or less. Notwithstanding the foregoing to the contrary, CompUSA, CompuAdd, ELEK-TEK, CDW (Computer Discount Warehouse), or another national, or regional (having at least ten (10) stores), or local (having at least three (3) stores), computer store chain, shall not be prohibited from selling (as its primary business), in a store of at least 15,000 square feet, computers, computer software and ancillary products. Notwithstanding anything contained herein to the contrary, the application of the provisions of this paragraph to any item set forth in (i) above shall exist only so long as such item has not ceased to be sold (or service therefor offered) in the Premises for a continuous period of in excess of six months (excepting any periods during which remodeling or restoration work is being conducted with due diligence).

B. Landlord shall not sell, lease or otherwise permit the specified portion, and if none is specified, then any, of the Shopping Center, but excluding the northernmost outlot shown on EXHIBIT B, to be used or occupied for any of the following purposes: a movie theater; auditorium, meeting hall or other place of assembly within four hundred feet (400') of the Premises; any sports or entertainment facility within four hundred feet (400')

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of the Court

\_\_\_\_\_  
Judge

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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Witness

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Witness

\_\_\_\_\_  
Witness

Property of Cook County Clerk's Office

CG1471785

CHIEF CLERK

# UNOFFICIAL COPY

of the Premises; automobile sales within four hundred feet (400') of the Premises (and any automobile sales facility shall not burden parking spaces in the Common Areas and any such facility shall not involve any unsightly or otherwise non-first class operation); automobile repairs; bowling alley, pool hall (except a family style billiards parlor or similar facility) or skating rink; bar serving alcoholic beverages within four hundred feet (400') of the Premises (except incident to a full kitchen restaurant operation); funeral parlor; massage parlor; any type of karate, gymnasium, health club or physical fitness facility within two hundred feet (200') of the Premises; car wash (except on either of the outlots shown on the Site Plan); off track betting establishment within four hundred feet (400') of the Premises; a so called "flea market" or other operation for the sale of used goods excepting 10,000 s.f. in the aggregate); night club, discotheque or dance hall within four hundred feet (400'); hotel or other lodging facilities; trade school within two hundred feet (200') of the Premises (excepting class sessions incidental to a retail operation); gun range; manufacturing facility (except incidental to a retail operation); warehousing (except incidental to a retail operation) within four hundred feet (400') of the Premises; adult book store or similar store selling or exhibiting pornographic materials as a substantial part of its business.

C. Landlord covenants and agrees that there shall be no restaurants within two hundred feet (200') of the Premises, excepting snack shop type restaurants with limited or no seating and carry-out restaurants with limited or no seating.

D. Landlord covenants and agrees that no portion of the Shopping Center, but excluding the outlots shown on EXHIBIT B, shall be used for offices excepting (i) offices incidental to retail uses, and (ii) retail service uses open to the general public and customarily found in similar shopping centers (e.g. banking for finance services, real estate or securities brokerage services, financial or tax planning services, accounting, insurance or legal or other professional services, optical, medical or dental services or travel agencies), and (iii) up to 50,000 s.f. of office space outside of the area within four hundred feet (400') of the Premises.

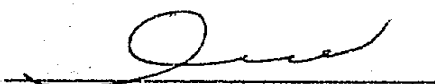
E. Notwithstanding the foregoing the Prohibited Uses set forth above shall be subject to rights under the existing leases of the present (as of the date of this Lease) Occupants of the Shopping Center.

4. Incorporation of the Lease. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

5. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

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

Witnesses:

  
\_\_\_\_\_  
Nancy A. Stack

LANDLORD:

LaSALLE NATIONAL TRUST, N.A., as  
successor trustee to LaSalle National Bank, not  
personally but as Trustee under Trust Agreement  
dated October 1, 1961 known as Trust No. 28684

By:   
\_\_\_\_\_

Its:

SR. VICE PRESIDENT

(SIGNATURES CONTINUED ON THE NEXT PAGE)

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Witnesses:

Maury Stahl  
Elizabeth R. Jurgel

TENANT:

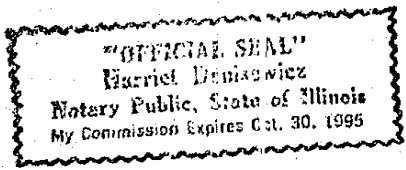
OFFICE DEPOT, INC., a Delaware corporation

By: Richard Blews  
Its: Assistant Secretary

STATE OF Illinois }  
COUNTY OF Cook } SS:

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared, JOSEPH W. LANG, to me known to be the person described as the SR. VICE PRESIDENT of LaSalle National Trust, N.A., a National Banking Association, who signed the foregoing instrument in such capacity, and acknowledged the execution thereof to be his free act and deed as such person in such capacity for the uses and purposes therein mentioned, and that the said instrument is the act and deed of said SR. VICE PRESIDENT.

WITNESS my hand and official seal in the State and County last aforesaid this 2<sup>nd</sup> day of Jan, 1992.



Harriet Demasiewicz (SEAL)  
Notary Public  
State of Illinois  
My Commission expires:

STATE OF FLORIDA }  
COUNTY OF PALM BEACH } SS:

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared RICHARD BLEWS as Assistant Secretary of OFFICE DEPOT, INC., a Delaware corporation, to me known to be the person who signed the foregoing instrument as such officer, and he acknowledged that the execution thereof was his free act and deed as such officer for the use and purposes therein expressed and that the instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 25<sup>th</sup> day of June, 1992 in the county and state first above written.

Jean Goldsmith (SEAL)  
Notary Public  
State of Florida  
My Commission expires:

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COOK COUNTY CLERK'S OFFICE  
100 N. WASHINGTON ST. CHICAGO, IL 60602  
TEL: (773) 399-3000 FAX: (773) 399-3001  
WWW.COOKCOUNTYCLERK.COM

PROPERTY TAX STATEMENT  
FOR THE YEAR 2014

PROPERTY TAX STATEMENT FOR THE YEAR 2014  
PROPERTY: 1234 N. WASHINGTON ST. CHICAGO, IL 60602  
OWNER: JOHN DOE  
PROPERTY CLASSIFICATION: RESIDENTIAL  
PROPERTY VALUE: \$100,000.00  
TAX RATE: 0.0075  
TAX AMOUNT: \$750.00

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PROPERTY VALUE: \$100,000.00  
TAX RATE: 0.0075  
TAX AMOUNT: \$750.00





**NOTES**

#1 The lines shown within Permissible Building Areas represent only use possible according to building lines and are not obligatory or in any way binding, provided however, no building shall be constructed outside the Permissible Building Area.


-  LEASED PREMISES
-  EMPLOYEE PARKING
-  NO MATERIAL ADVERSE CHANGE AREA PER LEASIS SECTION 7.1.2

NORTHPOINT SHOPPING CENTER  
ARLINGTON HEIGHTS, ILLINOIS

**EXHIBIT B**

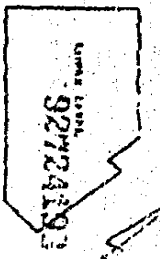
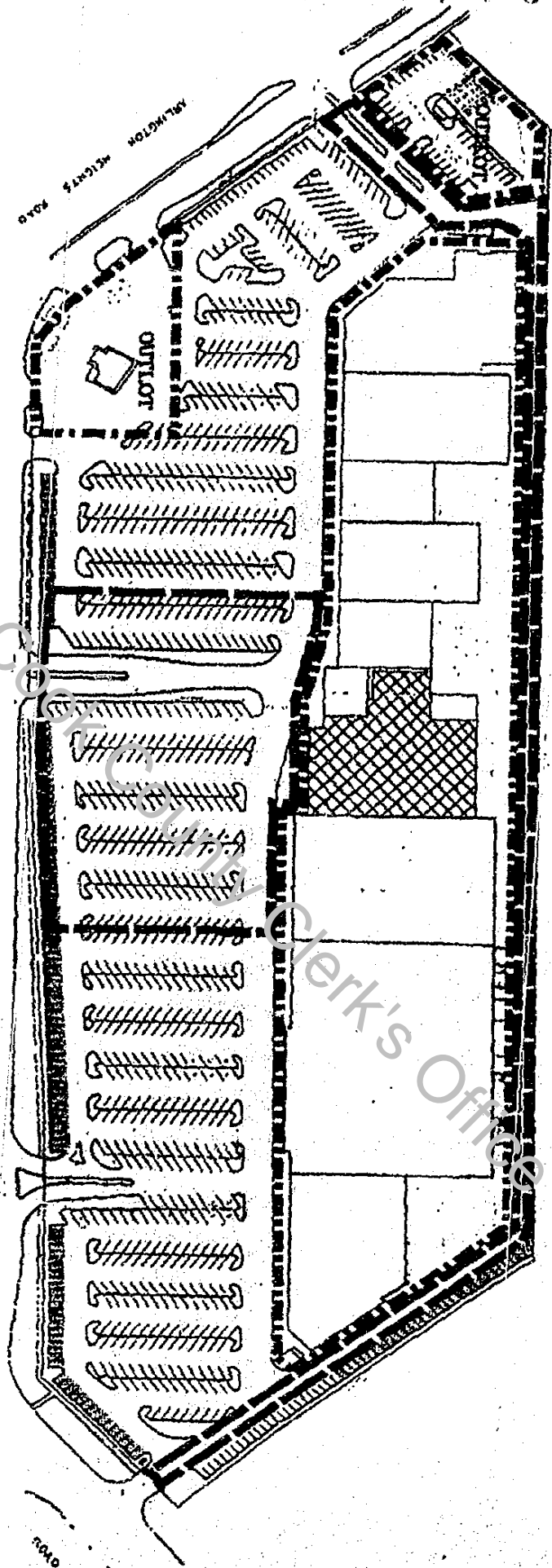
## Site Plan

**LEGEND**

-  PERMISSIBLE BUILDING AREA

ROAD

PARKING



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EXHIBIT A

LEGAL DESCRIPTION---

North Point Shopping Center

Lot 1 of Northgate Shopping Center Subdivision of Part of the East 1/2 of the South West 1/4 of Section 17, Township 42 North, Range 11 East of the Third Principal Meridian, In Cook County, Illinois.

EXCEPT

That part of Lot 1 of Northgate Shopping Center Subdivision, being a Subdivision of part of the East 1/2 of the Southwest 1/4 of Section 17, Township 42 North, Range 11, East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said Lot 1; thence Southward along the Westerly line of said Lot 1, being the Easterly line of Arlington Heights Road, South 1 degree 50 minutes 41 seconds East, a distance of 73.57 feet; thence South 00 degrees 17 minutes 45 seconds East, a distance of 470.00 feet; thence south 13 degrees 57 minutes 59 seconds East a distance of 40.00 feet; thence South 33 degrees 05 minutes 01 seconds East, a distance of 37.43 feet to the point of beginning; thence South 33 degrees 05 minutes 01 seconds East, a distance of 7.57 feet; thence Southeasterly along a line being 50.00 feet Northeasterly of and parallel with the center line of Rand Road, South 48 degrees 24 minutes 05 seconds East, a distance of 387.47 feet; thence South 50 degrees 47 minutes 20 seconds East, a distance of 48.01 feet; thence North 48 degrees 24 minutes 05 seconds West, a distance of 444.74 feet to the point of beginning, all in Cook County, Illinois.

404 E. Rand Road, Arlington Heights, IL 60004

Permanent Index No. 03-17-301-022

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Cook County

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