

92030849

3. This Memorandum of Lease is executed by American National Bank and Trust of Chicago, not personally by solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and American National Bank and Trust of Chicago hereby represents and warrants that it possesses full power and authority to execute this instrument). All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in terms of covenants, promises or agreements) are

2. This Memorandum of Lease is subject to all of the conditions, provisions, covenants and agreements, including those pertaining to the rent payable, set forth in the Lease. 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, and nothing in this Memorandum of Lease shall be deemed to modify, amend, or otherwise affect any of the covenants, conditions, agreements and provisions of the Lease.

1. The term of the Lease began on February 10, 1967 and ends on December 31, 2002.

NOW THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases the Theatre Site and the Premises to Tenant upon the terms and conditions set forth herein and in the Lease. In addition, the parties hereto agree as follows:

W I T N E S S E T H :

- A. Pursuant to a Lease dated February 10, 1967 (the "Lease") between Harris Trust and Savings Bank, not individually but solely as Trustee under Trust No. 10185, as Landlord and Tenant, there was demised to Tenant certain real estate described on Exhibit A attached hereto and made a part hereof (the "Theatre Site") on which was constructed a theatre (the "Premises").
- B. The successor to Harris Trust and Savings Bank, not individually but solely as Trustee under Trust No. 10185, is Amalgamated Trust and Savings Bank, not individually but as Trustee under Trust 2142, and as such successor, that latter trustee assigned its entire right, title and interest in Inter Alia, the Lease to the Landlord pursuant to an Assignment of Lessor's Interest in Leases and Services Contract dated March 21, 1988.
- C. Landlord and Tenant wish to give notice to all third parties regarding the interest of Tenant in the Premises and the Theatre Site, pursuant to the terms of the Lease.
- D. All capitalized terms used herein, unless otherwise defined, shall have the meanings set forth in the Lease.

W I T N E S S E T H :

THIS MEMORANDUM OF LEASE is made as of this 29th day of August, 1991, between LINCOLN VILLAGE INVESTMENTS LIMITED PARTNERSHIP ("Landlord") and AMERICAN NATIONAL BANK AND TRUST OF CHICAGO, not individually, but solely as Trustee under Trust No. 24542 ("Tenant").

MEMORANDUM OF LEASE
(Lincoln Village)

92030849

7335932 - 01

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY


undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against Trustee by reason of any of the terms, provisions, stipulations, covenants and conditions contained herein.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be executed as of the day and year first above written.

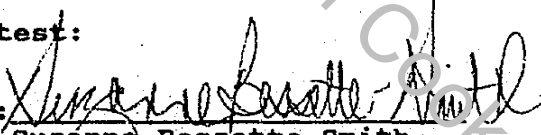
Landlord:

LINCOLN VILLAGE INVESTMENTS
LIMITED PARTNERSHIP

By: Tomasz/Shidler Investment
Corporation, an Illinois
corporation, its sole
general partner

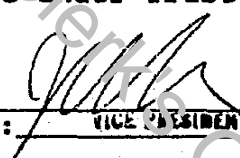
By: 
Michael T. Tomasz,
President

Attest:

By: 
Suzanne Bessette-Smith,
Assistant Secretary

Tenant:

AMERICAN NATIONAL BANK AND
TRUST OF CHICAGO, not indi-
vidually but solely as
Trustee under Trust No. 24542

By: 
Its: VICE PRESIDENT

Attest:

By: 
Its: ASSISTANT SECRETARY

EMC 8/91/MEMORAND.LSE

COOK COUNTY, ILLINOIS

1992 JAN 16 PM 1:00

92030849

92030849

UNOFFICIAL COPY

EXHIBIT A

That part of the fractional North East Quarter of Section 2, Township 40 North, Range 13, East of the Third P.M., described as follows: Beginning at the intersection of the Westerly line of the right of way of the Sanitary District of Chicago and the center line of N. Lincoln Ave., thence Northerly along the Westerly line of the right of way of the Sanitary District of Chicago a distance of 495.55 feet to the point of beginning of the herein described tract; thence Westerly on a line at 90° to the last described line a distance of 154.0 feet, thence Southerly on a line 90° to the last described line a distance of 102.33 feet; thence Easterly on a line of 90° to the last described line a distance of 154.0 feet to the Westerly line of the right of way of the Sanitary District at Chicago; thence Northerly along said Westerly right of way line, a distance of 102.33 feet to the place of beginning, all in the City of Chicago, Cook County, Illinois;

13-02-220-031

052

053

McCormick + Devon

92030849

UNOFFICIAL COPY

000000000000

Property of Cook County Clerk's Office

000000000000

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 20th day of September, 1991, by Michael T. Tomasz and Suzanne Bessette-Smith, President and Assistant Secretary, respectively, of Tomasz/Shidler Investment Corporation, an Illinois corporation, which corporation is the sole general partner of Lincoln Village Investments Limited Partnership, an Illinois limited partnership, on behalf of said corporation and said limited partnership.

Linda M. Anderson
Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

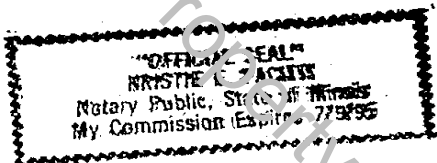
STATE OF ILLINOIS)

COUNTY OF Cook)

ss.

I, the undersigned, a notary public in and for and residing in said County, in the State aforesaid, do hereby certify that J. MICHAEL WHELAN, a VICE PRESIDENT of the American National Bank and Trust Company of Chicago (the "Bank"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such VICE PRESIDENT, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank.

GIVEN under my hand and Notarial Seal this OCT 29 1991 day of 1991.



Kristie E. Pacitto
Notary Public

Commission expires _____.

CLERK'S OFFICE OF COOK COUNTY

92030849

