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MEMORANDUM OF LEASE MODIFICATION AGREEMENT

THIS MEMORANDUM OF LEASE MODIFICATION AGREEMENT, made and entered into this 3rd day of February, 1992, by and between HARRIS TRUST AND SAVINGS BANK, as Trustee U/T/A/D April 10, 1978, and known as Trust No. 38310, successor and interest to CAPITOL BUILDING COMPANY, an Illinois corporation (hereinafter referred to as "Landlord") and WALGREEN CO., an Illinois corporation (hereinafter called "Tenant");

WITNESSETH:

WHEREAS, on January 24, 1939, said Capitol Building Company made and entered into a certain Indenture of Lease under the terms of which Capitol Building Company, as Landlord, promised to Tenant for a term ending on October 31, 1959, the promises therein described; and said Indenture of Lease was amended by Addendum dated January 30, 1939; was further amended by Amendment dated May 31, 1939; was further amended by Amendment dated September 20, 1939; was further amended by Amendment dated March 14, 1940; was further amended by Supplement dated October 1, 1946, which said Supplement, among other things, extended the term of said Lease until October 31, 1974; was further amended by Amendment dated September 6, 1950; was further amended by Supplement dated December 4, 1950; was further amended by Notice of Election to substitute certain spaces sent by Landlord to Tenant and dated June 29, 1951; was further amended by Amendment dated January 31, 1961; was further amended by Amendment dated December 14, 1962; was further amended by Agreement dated February 22, 1973, which Agreement, among other things, extended the term of said Lease until October 31, 1984; and was terminated by Notice of Termination by Landlord to Tenant dated October 5, 1977 which Notice purported to terminate said Lease effective October 31, 1979; was further amended by Agreement dated October 30, 1979, which said Agreement, among other things, extended the term of said Lease until October 31, 1994; and was further amended by Letter Agreements dated February 6, 1991 and March 8, 1991, all hereinafter referred to as "said Lease," and

WHEREAS, Harris Trust and Savings Bank as Trustee under Trust No. 38310 has heretofore succeeded to all of the right, title and interest of said Capitol Building Company in and to said Lease, and

WHEREAS, Landlord and Tenant now desire to further extend and supplement said Lease in the manner and to the extent specifically set forth in this Lease Modification Agreement,

WHEREAS, Landlord and Tenant desire to modify and extend said Lease as hereinafter provided;

Tenant shall pay a rent of One Dollar (\$1.00) per year.

(This Instrument prepared by David L. Grobart, 200 Wilmot Road, Deerfield 60015)

RETURN DOCUMENT TO:

Mary N. Butler - Law Dept.  
Walgreens  
200 Wilmot Road  
Deerfield, IL 60015

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Provisions for further and additional rent and the other terms, covenants and conditions of said letting are set forth at length in that certain Lease Modification Agreement, bearing even date herewith, between the parties hereto and all of said provisions, terms, covenants and conditions are, by reference thereto, hereby incorporated in and made part of this Memorandum of Lease Modification Agreement.

Said Lease Modification Agreement contains, among others, the following provisions:

"1. (a) Said Lease and the term thereof shall be and hereby is extended for a further period of fifteen (15) years, commencing on November 1, 1994 and continuing to and including October 31, 2009."

"4. Reference is made to Section (b) of Article 7 of the certain Agreement between Landlord and Tenant dated October 30, 1979. Upon the mutual execution of this Agreement by Landlord and Tenant, said Section (b), Article 7 of the Agreement dated October 30, 1979, shall be and hereby is deleted in its entirety and shall be of no force and effect. In furtherance thereof, Landlord and Tenant hereby covenant and agree that Landlord shall in no event demolish or have any right to have demolished all or any portion of the Leased Premises or building containing the same during the term of said Lease."

"6. (c) The property subject to this Agreement is legally described as follows:

"Lots twenty-five (25), twenty-six (26), twenty-seven (27), twenty-eight (28), twenty-nine (29), thirty (30), and thirty-one (31), in Block nine (9) in Fort Dearborn Addition to Chicago in the Southwest fractional quarter of Section ten (10), Township thirty-nine (39) North, Range fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois"

*P.F.A.  
17-10-305-  
004-0000*

This Memorandum of Lease Modification Agreement 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 rents and other terms, covenants and conditions of the aforesaid other Lease Modification Agreement, bearing even date herein, between the parties hereto and this Memorandum of Lease Modification Agreement 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 rents and other terms, covenants and conditions of the aforesaid Lease Modification Agreement bearing even date herewith between the parties hereto.

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In all other respects, said Lease and all of its terms, covenants and conditions are hereby reaffirmed and shall remain unmodified and shall continue in full force and effect.

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

WALGREEN CO.

HARRIS TRUST AND SAVINGS BANK, as Trustee aforesaid and not individually,

*8-24  
KES*

By *[Signature]*  
Vice President

By *[Signature]*  
Title ASSISTANT VICE PRESIDENT

Attest:

Attest:

*[Signature]*  
Assist. Secretary

By *[Signature]*  
Title ASSISTANT SECRETARY

WITNESSES:

WITNESSES:

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Exoneration provision restricting any liability of Harris Trust and Savings Bank, attached hereto, is hereby expressly made a part hereof.

Property of Cook County Clerk's Office

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## EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each of all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless each and every one of them made and intended as personal warranties, covenants, indemnities, undertakings and agreements of bond and Harris Trust and Savings Bank personally and irrevocable and intended solely for the purpose of binding that portion of the trust property specifically designated herein, and this instrument is executed and delivered by said Harris Trust and Savings Bank and its officers and directors in the exercise of the powers conferred upon it by the said trust agreement and that no consent or ratification of personal responsibility is assumed by, nor shall at any time be asserted or enforced against the Harris Trust and Savings Bank on account of this instrument or on account of any warranties, covenants, indemnities, undertakings or agreements in this instrument contained, either expressed or implied, at such personal liability as any obligee, beneficiary, covenant, undertaking or agreement in this instrument and by all persons claiming by, through or under said parties. The parties to this instrument hereby acknowledge that under the terms of the said trust agreement the Harris Trust and Savings Bank has no obligations or duties in regard to the operation, management and control of the trust premises, nor does it have any fiduciary interest therein, and that said bank has no right to any of the rents, rates and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Harris Trust and Savings Bank is not the agent for the beneficiary of this trust, and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of the paragraph shall control.

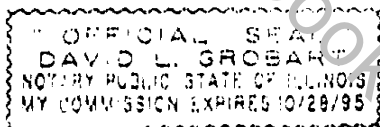
UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

I, DAVID L. GROBART, a Notary Public, do hereby certify that JOHN A. RUBINO, personally known to me to be the Vice President of WALGREEN CO., an Illinois corporation, and NANCY J. GODFREY, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary 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 uses and purposes therein set forth.

Given under my hand and notarial seal, this 3rd day of FEBRUARY, 1992.

My commission expires:



David L. Grobart  
Notary Public

STATE OF IL )  
 ) SS  
COUNTY OF COOK )

DEPT. OF RECORDS & CLERKING 127.00  
FEE: 1.00  
SEARCH: 11.00  
INDEX: 1.00  
TOTAL: 129.00

I, MARIA SOCORRO RUVALCABA, a Notary Public, do hereby certify that JOHN A. RUBINO, personally known to me to be the Vice President of HARRIS TRUST AND SAVINGS BANK, as Trustee aforesaid, and Glen Beck, personally known to me to be the ASSISTANT SECRETARY of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and ASSISTANT SECRETARY, they signed and delivered the said instrument as Vice President and ASSISTANT SECRETARY 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 uses and purposes therein set forth.

Given under my hand and notarial seal, this 28 day of JAN, 1992.

My commission expires:



Maria Socorro Ruvalcaba  
Notary Public

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

My Commission Expires 2/15/2014  
Cook County  
Notary Public, State of Illinois  
"JAN 14 2014"  
Notary Public, State of Illinois