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MEMORANDUM OF LEASE

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By this Memorandum of Lease, made in multiple copies the 9 day of December, 1991, between CHICAGO TITLE & TRUST CO., as Trustee under Trust Agreement dated March 11, 1968, and known as Trust No. 9-1051843, hereinafter called "Landlord," and BOND DRUG COMPANY OF ILLINOIS, an Illinois corporation, hereinafter called "Tenant";

LIASCO  
C/M  
A/S

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the term commencing July 1, 1992, and continuing to and including June 30, 2032, subject to prior termination as hereinafter provided, the premises located in the City of Chicago, State of Illinois, to include not less than 127 feet of frontage facing North Clark Street and not less than 88 feet of depth, being a rectangular area containing 11,176 square feet on the first floor and 4,000 square feet of basement area, hereinafter referred to as the "Leased Premises," in the new one-story and basement building to be erected and completed by Landlord, and together with all improvements, appurtenances, easements and privileges belonging thereto, all as shown on the plan attached hereto and made a part hereof as Exhibit "A," as part of the Shopping Center at the northwest corner of North Clark Street and West Wilson Avenue, all as legally described in Exhibit "B" hereto attached and made a part hereof and hereinafter referred to as the "Shopping Center."

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

Provisions for further and additional rent and the other terms, covenants and conditions of said letting, including the options on the part of Tenant for prior termination, are set forth at length in another lease, 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 a part of this lease.

Said other lease, among other things, contains the following provisions:

PARKING

Landlord covenants that at all times during the continuance of this Lease, Landlord shall provide, maintain, repair, adequately light when necessary during Tenant's business hours, clean, promptly remove snow and ice from, supervise and keep available the Parking Areas as shown on Exhibit "A" (which Parking Areas shall provide for the parking of at least 94 automobiles), and also adequate common areas, service and receiving areas, pedestrian malls, sidewalks, curbs, roadways and other facilities appurtenant thereto. Said Parking Areas shall be for the free and exclusive use of customers, invitees and employees of Tenant and other occupants of said Shopping Center. There shall be no changes in the grade elevations in the Parking Areas which exceed five percent (5%), and such Parking Areas shall be suitably paved and drained. There shall be no steps or ramps in the sidewalks within the Shopping Center except as shown on Exhibit "A." No buildings or other structures shall be erected within the areas shown on Exhibit "A"

RECORDING FEE \$38.00  
170666 TRAN 7698 07/22/93 11:27:60  
\$2984 \* -93-569708  
COOK COUNTY RECORDER

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(This instrument prepared by Anthony C. Sgarlata, 200 Wilmoor Road, Deerfield, Illinois 60015)

RETURN TO:  
John J. Butera  
6327 W. GUNNISON ST.  
HOMERIDGE HTS. ILLINOIS 60630

RECORDING FEE \$ 38.00  
DATE 7-22-93  
JK SL

Will  
Call

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except as indicated thereon. Said Parking Areas shall have automobile entrances and exits from and to adjacent streets and roads, which said entrances and exits shall be of such size and at such locations as are shown on Exhibit "A." Automobile traffic aisles in said Parking Areas shall run in directions shown on Exhibit "A." If Landlord does not provide the four (4) parking spaces shown crosshatched in green on Exhibit "A," Landlord shall not be in default of this Lease.

#### EXCLUSIVES

Landlord covenants and agrees that, during the continuance of this Lease, no other portion of the Shopping Center will be used for the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind. In addition, no other portion of the Shopping Center will be used for the sale of so-called health and/or beauty aids and/or drug sundries. Furthermore, no other portion of the Shopping Center will be used for the operation of a business in which greeting cards shall be sold, nor for the operation of a business in which photofinishing services and/or photographic film are offered for sale. This Article shall also apply to any additional property which Landlord, directly or indirectly, may now or hereafter own or control, and which is contiguous to the Shopping Center. This Article shall not apply to a food supermarket operated by Butera Finer Foods, Inc., or its successors and assigns operating in the entire location identified as "supermarket" on Exhibit "A." In the event that Tenant files suit against any other tenant or occupant of the Shopping Center to enforce the foregoing restrictions, Landlord agrees to (i) cooperate fully with Tenant in the prosecution of any such suit, and (ii) reimburse Tenant for all of attorneys' fees and court costs incurred by Tenant in connection with such suit, notwithstanding its resolution.

This Memorandum of Lease 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, bearing even date herein, between the parties hereto and this Memorandum of Lease 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

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rents and other terms, covenants and conditions of the aforesaid lease bearing even date herewith between the parties hereto.

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

BOND DRUG COMPANY OF ILLINOIS

Box 135

BY [Signature]  
Vice President

Attest: [Signature]  
Assistant Secretary

Witnesses:  
[Signature]  
[Signature]

CHICAGO TITLE & TRUST CO., as Trustee aforesaid *in person*

By [Signature]  
Asst. Vice President

Attest: [Signature]  
Asst. Secretary

Witnesses:  
[Signature]  
[Signature]

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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF LAKE )

I, Anthony C. Sgarlata, a Notary Public, do hereby certify that Allen M. Reswick and R. C. H. [unclear], personally known to me to be the Vice President and Assistant Secretary, respectively, of [unclear], an Illinois corporation, and personally known to me to be the persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed and delivered the said instrument as such officers 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 purposes therein set forth.

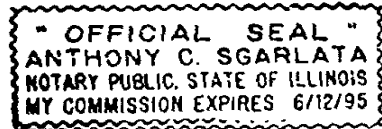
Beal Drug Company of Illinois

Given under my hand and notarial seal this 9 day of December, 1991.

Anthony C. Sgarlata

Notary Public

My commission expires:



STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, Alida Di Mayo, a Notary Public, do hereby certify that Russell Turck and Karen Michel, personally known to me to be the Vice President and Assistant Secretary, respectively, of CHICAGO TITLE & TRUST CO., as Trustee aforesaid, and personally known to me to be the persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed and delivered the said instrument as such officers 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 purposes therein set forth.

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DEC 4 1991

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

Alida Di Mayo

Notary Public

My commission expires:



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DEC 4 1011

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## Exhibit "B"

Parcel 1: Lot 5 and Lot 6 in Block 3 in J. L. Stark's Addition to Ravenswood, in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, and all that part of North Greenview Avenue, lying West of the West line of said Lots 5 and 6; lying East of a line 20 feet West of and parallel to the said West line of Lots 5 and 6; lying South of the North line of said Lot 5 produced West 20 feet; and lying North of the North line of Lot 1 in Subdivision of the South 330 feet of the Northwest Quarter lying West of the West line of North Clark Street in Section 17 aforesaid;

Parcel 2: Lot 1 (except the West 20 feet of said lot and except all that part of said lot lying Southwesterly of a line drawn from a point on the East line of said West 20 feet, said point being 20 feet North of the South line of said lot, to a point on the South line of said Lot 1, said point 20 feet East of the East line of the West 20 feet of said Lot 1) in the Subdivision of the South 330 feet of the Northwest Quarter of the Northwest Quarter lying West of the West line of Clark Street of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian;

Parcel 3: Lots 4 to 7, both inclusive, in the Subdivision of Lot 4 in the subdivision of the South 330 feet of the Northwest Quarter of the Northwest Quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of Clark Street as per plat recorded May 17, 1899 as document #2821670;

Parcel 4: All of the North and South 16 foot public alley together with all that part of the East and West 16 foot public alley lying South of and adjoining the South line of Lot 1 in Subdivision of the South 330 feet of the Northwest Quarter of the Northwest Quarter lying West of the West line of Clark Street in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of and adjoining the West line of Lots 4 to 7, both inclusive, lying East and North of and adjoining the West line of said Lot 3 produced North 16 feet, in Subdivision of Lot 4 in Subdivision of the South 330 feet of the Northwest Quarter of the Northwest Quarter lying West of the West line of North Clark Street in said Section 17;

Parcel 5: The East 30 feet of Lot 8 of Subdivision of Lot 3 in Simon's Subdivision of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian;

Parcel 6: Lot 1 in the Subdivision of the East 25 feet of Lot 4 and all of Lots 5, 6, 7 and the West 10 feet of Lot 8 in Subdivision of Lot 3 in Subdivision of the South 330 feet of the Northwest Quarter of the Northwest Quarter (lying West of Clark Street) of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Numbers: 14-17-106-012  
14-17-106-024  
14-17-106-025  
14-17-106-026  
14-17-106-027  
14-17-106-038  
14-17-106-040

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