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## MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE is made as of this 20<sup>th</sup> day of September, 1993, by AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, Trustee under Trust Agreement dated September 17, 1980, known as Trust No. 50857 ("Landlord") and PLANNED PARENTHOOD ASSOCIATION/CHICAGO AREA, INC., an Illinois not-for-profit corporation ("Tenant").

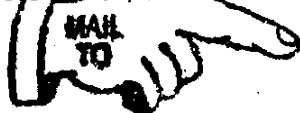
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COOK COUNTY RECORDER

## RECITALS

1. Landlord is the owner of certain premises, consisting of the property in the City of Chicago, Cook County, Illinois legally described on Exhibit A attached hereto, and including all buildings and permanent improvements at any time constructed thereon and Common Areas thereof (hereinafter called the "Shopping Center"). The Shopping Center is known as "Chris H. Howard Plaza."
2. Pursuant to Lease dated as of September 20, 1993, Landlord leased to Tenant and Tenant rented from Landlord certain premises (the "Demised Premises") contained in the Shopping Center consisting of approximately 2100 square feet of floor area and known as Store No. 14, together with the non-exclusive use in common with others entitled thereto as specified in said Lease of the Common Areas.
3. The Lease Term commenced on September 20, 1993, and ends ten (10) full years after the Rent Commencement Date defined in the Lease, being the date of commencement of business from the Demised Premises by the Tenant, no later than December 31, 1993, subject to certain provisions for extension set forth in the Lease. Additionally, the Tenant, if not in default at the commencement of an Option Term may renew the Lease for two consecutive periods of five (5) years each upon the terms and conditions set forth in the Lease.
4. §3.4 of the Lease provides certain rights and remedies to the Tenant upon a described default by the Landlord, as follows:

"If the Landlord shall default in its obligation to Maintain the Common Areas and such default shall continue for more than thirty (30) days following its receipt of written notice thereof given by Tenant (unless an emergency situation, in which case immediately after notice and default in performance for such period as shall endanger person, property or Tenant's business), Tenant shall have the right, but not the obligation to take over and itself Maintain such part of the Common Areas as is required for the proper conduct of its business, and unless immediate payment is made by Landlord to Tenant upon presentation by Tenant to Landlord of invoices from time to time reflecting Tenant's expenditures, Tenant is hereby granted (i) the right to abate payment of Annual Rent and additional rent in an amount expended by Tenant and (ii) a lien on the Shopping Center for such amount as is expended together with interest at the Default Rate thereon from the date of each expenditure, plus the costs of enforcing said lien, including, without limitation, attorneys' fees

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This instrument was Prepared by and Return to: Paul Homer  
RUDNICK & WOLFE  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601

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and costs of tribunals at all levels. The lien herein granted shall be effective from and after the date of recording the Tenant's claim of lien in the Recorder's Office of Cook County, Illinois. Said claim of lien shall include a description of the Shopping Center, the name of the record owner, the amount due and the date when due. Any such lien shall continue in effect until all sums secured by said lien as herein provided shall have been paid in full. Such lien shall be subordinate to the interest of any first mortgagee of the affected property except to the extent of any principal amount thereof exceeding the current unpaid principal balance of the existing first mortgage on the Shopping Center, irrespective of when such interest attached, and may be enforced and foreclosed in the same manner as a mortgage in a suit or action brought in any court of competent jurisdiction. Landlord waives all rights of redemption from any judgment of foreclosure."

5. The Demised Premises may be used for any lawful purpose.
6. In addition, the Tenant has agreed to perform certain work at its own expense and under certain contingencies may be reimbursed therefor and to secure payment thereof will have a lien, and right to enforce such lien including Default Interest as provided in said §3.4, to the extent of Unreimbursed Costs (as defined in the Lease) upon specified occurrences, to wit:
  - 6.1 total condemnation pursuant to the condemnation clause of the Lease, or
  - 6.2 non-repair or restoration of the Demised Premises in the event of casualty, as required by the Lease; or
  - 6.3 a material breach of the Lease by Landlord regardless of the cause thereof not cured within a cure period provided for herein.

**IN WITNESS WHEREOF**, the parties hereto have executed the above Memorandum of Lease in original counterparts as of the day and year first above written.

**LANDLORD:**

**AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO, as  
Trustee as aforesaid\***

By: 

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

\* Standard exculpation clause of the Land Trust is attached and incorporate herein.

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TENANT:

PLANNED PARENTHOOD  
ASSOCIATION/CHICAGO AREA,  
INC.

By:   
Its Executive Director

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RUDNICK & WOLFE  
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Legal Description

## Parcel 1:

All of Lots 17 to 21, both inclusive, Lot 16 (except the East 3.50 feet thereof) and the North 8 feet of Lot 22, together with the East  $\frac{1}{4}$  of the vacated 12 foot alley lying west and adjoining said Lot 19 and that part of the West  $\frac{1}{4}$  of said vacated 12 foot alley lying East and adjoining said Lots 20, 21 and the North 8 feet of Lot 22, all in Block 5 in Hoyt, Canfield and Matteson's Subdivision of the South  $\frac{1}{4}$  of the SouthWest  $\frac{1}{4}$  of the SouthWest  $\frac{1}{4}$  of Section 16, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

## Parcel 2:

The South 25 feet of Lot 22, together with the West  $\frac{1}{4}$  of vacated 12 foot alley lying East of and adjoining said South 25 feet of said Lot 22 in Block 5 in Hoyt, Canfield and Matteson's Subdivision of the South  $\frac{1}{4}$  of the SouthWest  $\frac{1}{4}$  of of the SouthWest  $\frac{1}{4}$  of Section 16, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

## Parcel 3:

Lots 23 to 27, both inclusive, together with the West  $\frac{1}{4}$  of vacated 12 foot alley lying East of and adjoining that part of said Lot 23 lying North of the South line of Lot 19, extended West, to the East line of said Lot 23, all in Block 5 in Hoyt, Canfield and Matteson's Subdivision of the South  $\frac{1}{4}$  of the SouthWest  $\frac{1}{4}$  of the SouthWest  $\frac{1}{4}$  of Section 16, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

## Parcel 4:

LOTS 8 to 13, BOTH INCLUSIVE, AND LOT 7 (EXCEPT THAT PART THEREOF LYING EAST OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID LOT 7 WHICH IS 4.43 FEET WEST OF THE NORTH EAST CORNER THEREOF TO A POINT ON THE SOUTH LINE OF SAID LOT 7 WHICH IS 4.42 FEET WEST OF THE SOUTH EAST CORNER OF SAID LOT 7); ALSO THE NORTH  $\frac{1}{4}$  OF THE VACATED ALLEY LYING SOUTHERLY AND ADJOINING SAID LOTS, ALL IN BLOCK 5 IN HOYT, CANFIELD AND MATTESON'S SUBDIVISION OF THE SOUTH  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

## Parcel 5:

A PARCEL OF LAND IN THE WEST  $\frac{1}{4}$  OF THE SOUTH WEST  $\frac{1}{4}$  OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF LOT 34 IN BLOCK 5 IN HOYT, CANFIELD AND MATTESON'S SUBDIVISION OF THE SOUTH  $\frac{1}{4}$  OF THE SOUTH WEST  $\frac{1}{4}$  OF THE SOUTH WEST  $\frac{1}{4}$  OF SAID SECTION 16; THENCE NORTH 00 DEGREES 02 MINUTES 45 SECONDS WEST ALONG THE LINE OF SAID LOT 34, A DISTANCE OF 124.88 FEET TO THE NORTH WEST CORNER OF SAID LOT 34; THENCE NORTH 89 DEGREES 47 MINUTES 26 SECONDS EAST ALONG THE NORTH LINE OF LOTS 34 to 40, BOTH INCLUSIVE, IN SAID BLOCK 5, A DISTANCE OF 170.51 FEET TO A POINT 4.48 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 40; THENCE SOUTH 00 DEGREES 01 MINUTES 27 SECONDS EAST ALONG A LINE, A DISTANCE OF 124.86 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 40, SAID POINT BEING 4.53 FEET WEST OF THE SOUTH EAST CORNER OF SAID LOT 40; THENCE SOUTH 89 DEGREES 47 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS 34 to 40, BOTH INCLUSIVE, A DISTANCE OF 170.47 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 6:

THE SOUTH 1/2 OF THE VACATED ALLEY NORTH AND ABUTTING PARCEL 5, ALL IN COOK COUNTY, ILLINOIS.

Exhibit A

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