

MRR3.64
10/26/92

STORE NO. 17336

WHEN RECORDED MAIL TO:

BLOCKBUSTER VIDEOS, INC.
One Blockbuster Plaza
200 South Andrews Avenue
Fort Lauderdale, Florida 33301-1850

DEPT-91 RECORDINGS \$33.00
T#0900 TRAN 9848 01/28/93 12:16:00
#2346 # *-93-073859
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

MEMORANDUM OF LEASE

This is a Memorandum of Lease by and between LaSalle National Trust, N.A., not personally, but solely as Trustee under Trust Agreement dated January 15, 1992 and known as Trust Number 116878 ("Trustee"), and Main-Randall Venture, Ltd., an Illinois corporation ("Beneficiary"; Beneficiary and Trustee hereinafter together referred to as "Landlord"), and Blockbuster Videos, Inc., a Texas corporation ("Tenant"), upon the following terms:

Date of Lease: September 25, 1992

Description of Demised Premises
and Shopping Center: See Exhibits "A" and "A-1" attached hereto

Term: Seven (7) years. When the exact commencement and termination dates of the primary term of the Lease are determined, the parties agree to execute a recordable supplement to this Memorandum which will set forth such dates.

Renewal Option(s): 4-5 year renewal options.

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Tenant Exclusive: Tenant shall have the exclusive right to sell, rent and/or distribute prerecorded video cassettes, video games, video tapes, video discs or video software in the Shopping Center. Notwithstanding the foregoing, (a) Jewel Food Stores, Inc. (the "Exempt Tenant") shall have the right, so long as the lease heretofore executed between Landlord and the Exempt Tenant (as such lease may be amended, modified or renewed from time to time) remains in full force and effect, to use the premises therein demised for any use permitted pursuant to such lease; (b) a camera store shall be permitted to sell (but not rent) blank video cassettes and blank video tapes, so long as such tenant does not devote more than two hundred (200) square feet of its retail floor area, in the aggregate, to the sale of blank video tapes and blank video cassettes; and (c) any tenant occupying at least 25,000 square feet of Leasable Area

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in the Shopping Center shall be permitted to sell (not rent) video tapes, so long as such tenant does not display, stock or have available for sale at its premises more than 250 video tapes at any given time.

The purpose of this Memorandum of Lease is to give record notice of the lease and of the rights created thereby, all of which are hereby confirmed.

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.

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.

This Memorandum of Lease is executed by LaSalle National Trust, N.A., not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated January 15, 1992 and known as Trust No. 116878 at LaSalle National Trust, N.A. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liabilities whatsoever against said Trustee personally, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenants, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liabilities of said Trustee of every sort, if any, is hereby expressly waived by said Tenant, and that so far as the parties hereto are concerned, for so long as title to the Shopping Center is held by said Trust the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said Trustee has no control over, and under this Amendment assumes no responsibility for (1) the management or repair of such property, (2) the upkeep, inspection, maintenance or repair of such property, (3) the collection of rents or rental of such property, or (4) the conduct of any business which is carried on upon such premises. Trustee does not warrant, indemnify or defend title; nor is it responsible for any environmental damage.

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgements.

LANDLORD:

Trustee: LASALLE NATIONAL TRUST, N.A. as
Trustee as aforesaid and not individually

Witness:

[Signature]
[Signature]

By: *Nancy A. Stack*
Name: NANCY A. STACK
Title: ASSISTANT SECRETARY

(SEAL)

Beneficiary: MAIN-RANDALL VENTURE, LTD.,
an Illinois corporation

Witness:

[Signature]
[Signature]

By: *[Signature]*
Name: STEVEN F. STRAHAN
Title: VP

(SEAL)

TENANT: BLOCKBUSTER VIDEOS, INC., a Texas
corporation

Witness:

[Signature]
[Signature]

By: *[Signature]*
Name: GERALD W.B. WEBER
Title: Senior Vice President

(SEAL)

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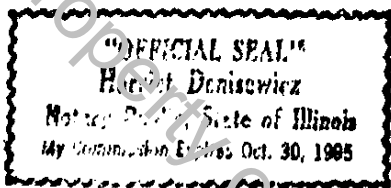
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STATE OF ILLINOIS)
COUNTY OF COOK)SS

Personally appeared before me, a Notary Public in and for the above County and State, NANCY A. STACK, known personally by me and acknowledged by me to be on the date of execution, ASSISTANT SECRETARY of LaSalle National Trust, N.A., and he/she executed the foregoing for and on behalf of said Corporation by authority of its Board of Directors.

Witnessed by hand and this notarial seal, this 26 day of October, 1992.



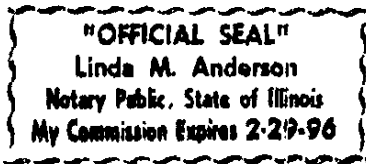
Harriet Denisiewicz
Notary Public in and for the State and County aforesaid
HARRIET DENISIEWICZ
(Printed Name of Notary)

My Commission Expires:

STATE OF ILLINOIS)
COUNTY OF COOK)SS

Personally appeared before me, a Notary Public in and for the above County and State, Steven F. Strahan, known personally by me and acknowledged by me to be on the date of execution, Vice President of MAIN-RANDALL VENTURE, LTD, an Illinois corporation (the "Corporation"), and he/she executed the foregoing for and on behalf of said Corporation by authority of its Board of Directors.

Witnessed by hand and this notarial seal, this 26th day of October, 1992.



Linda M. Anderson
Notary Public in and for the State and County aforesaid
Linda M. Anderson
(Printed Name of Notary)

My Commission Expires: 2-29-96

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01/27/2014

EXHIBIT "A"

SITE PLAN

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

LEASING REPORT PLAN
MAYFAIR COMMONS SHOPPING CENTER
1500 NORTH PULASKI AVENUE & WEST FOSTER AVENUE
CHICAGO, ILLINOIS 60642

1A

NORTH MAYFAIR COMMONS

CHICAGO, ILLINOIS

SITE ANALYSIS	
SITE	
TOTAL PROJECT SITE AREA	2,157,717 S.F.
LANDSCAPE AREA (PERCENT OF TOTAL SITE)	11.18%
BUILDING	
LANDSCAPE AREA (PERCENT OF TOTAL SITE)	11.18%
TOTAL PROJECT GLE	21,778 S.F.
CONCRETE	21,778 S.F.
PARKING	
TOTAL PROJECT PARKING	396 CARS
TOTAL PROJECT PARKING	396 CARS

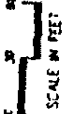
/// = Demand from (S) / (N) / (E) / (W)

□ = No Change Area

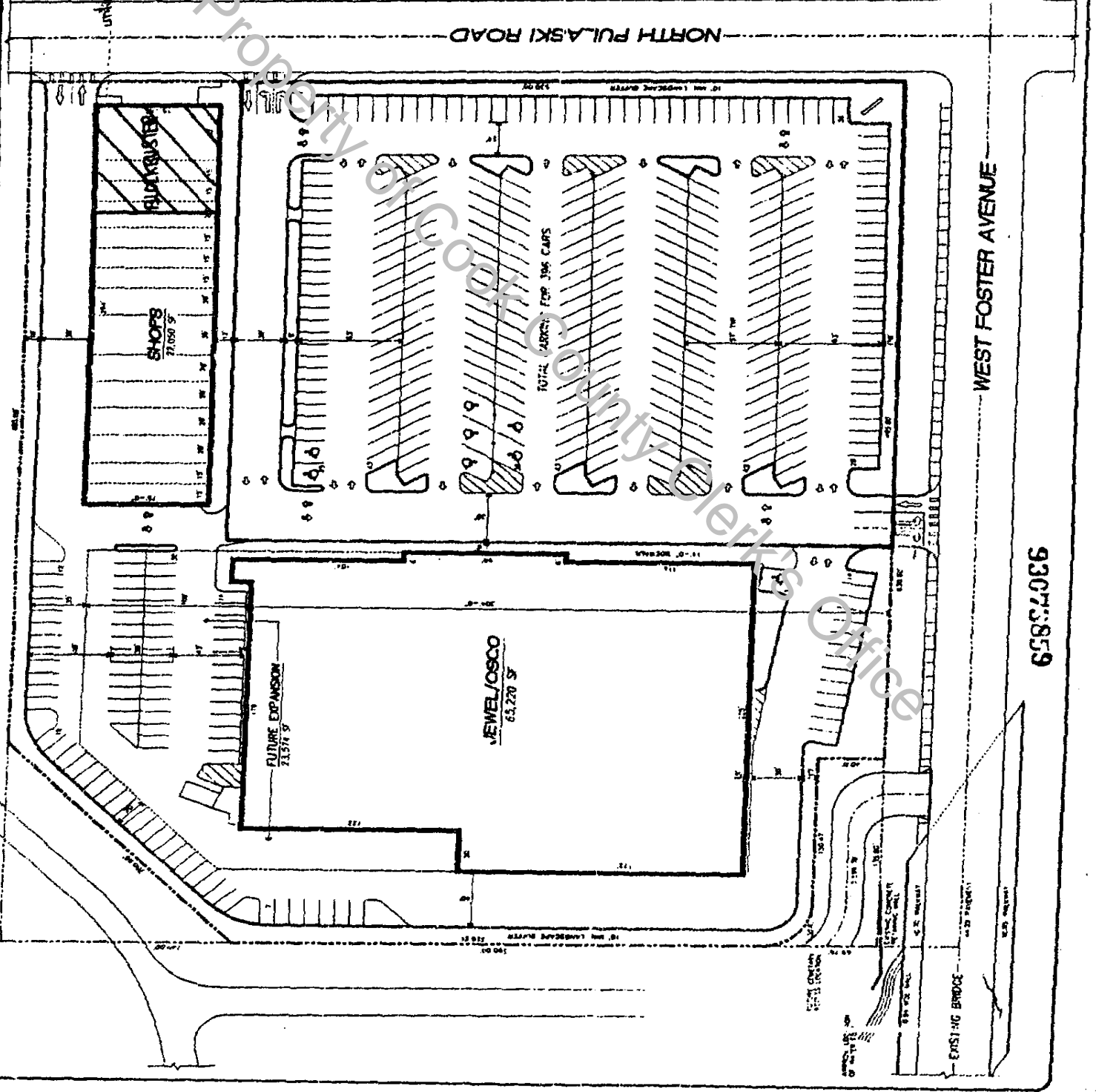


Jorgay - Barte - Strahan
Comprehensive Real Estate Services

EXHIBIT "A"
SITE PLAN
SCALE: 1" = 30'-0"



Handwritten signature/initials



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EXHIBIT "A-1"

LEGAL DESCRIPTION OF THE SHOPPING CENTER

Beginning at the intersection of the North line of the South 50.00 feet (as measured at right angles to the South line thereof) of the aforesaid Northeast 1/4 of Section 10, with the West line of the East 33.00 feet (as measured at right angles to the East line thereof) of the aforesaid Northeast 1/4 of Section 10; thence North 0 degrees 00 minutes 26 seconds East along the last described West line 330.01 feet to the aforesaid North line of the South 580.00 feet of said Section 10; thence North 89 degrees 35 minutes 36 seconds West along said North line 485.02 feet to a point distant 145.00 feet East of the aforesaid West line of the East 663.00 feet of said Section 10; thence South 46 degrees 17 minutes 09 seconds West 200.85 feet to a point on the West line of the aforesaid East 663.00 feet of the Northeast 1/4 of said Section 10 and distant 140.00 feet South of the aforesaid North line of the South 580.00 feet of said Section 10; thence South 0 degrees 00 minutes 26 seconds West along the West line of the East 663.00 feet of said Section 10 for a distance of 120.22 feet to a point on a circle convex Southwesterly, having a radius of 30.00 feet and a center which is 120.00 feet North (as measured at right angles to the South line thereof) of the South line of the aforesaid Northeast 1/4 of said Section 10; thence Southeasterly along said circle 46.92 feet, the chord of which bears South 44 degrees 47 minutes 35 seconds East for 42.28 feet to the intersection with the North line of the South 90.00 feet (as measured at right angles to the South line thereof) of the aforesaid Northeast 1/4 of said Section 10; thence South 89 degrees 35 minutes 36 seconds East along the said North line of the South 90.00 feet to the Northeast 1/4 of said Section 10 for a distance of 105.49 feet to a point on a line drawn perpendicular to the North line of the aforesaid South 50.00 feet of said Section 10 and through a point distant 135.00 feet East of the West line of the aforesaid East 663.00 feet of the Northeast 1/4 of said Section 10; thence South 0 degrees 24 minutes 24 seconds West along said perpendicular line 40.00 feet to the North line of the aforesaid South 50.00 feet of the Northeast 1/4 of said Section 10; thence South 29 degrees 35 minutes 36 seconds East along said North line 125.02 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

ALSO KNOWN AS

LOT 1 OF ST. LUCAS, FIRST SUBDIVISION, BEING A PART OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PURSUANT TO PLAN OF SUBDIVISION THEREOF RECORDED ON AUGUST 7, 1992 AS DOCUMENT NO. 92586021.

Property Address: 5240 North Pulaski Road
Chicago, Illinois 60630

P.I.N. Part of 13-10-200-004 and
13-10-200-005

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