

93105684

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OFFICIAL BUSINESS  
VILLAGE OF SKOKIE

MEMORANDUM OF LEASE

NO CHARGE

By this Memorandum of Lease, made in multiple copies the 22nd day of December, 1992, between the VILLAGE OF SKOKIE, hereinafter called "VILLAGE", and COLE TAYLOR BANK, as Trustee under Trust Agreement dated October 1, 1991, and known as Trust No. 91-3025, hereinafter called "Developer";

Village hereby leases to Developer and Developer hereby rents from Village, for the term commencing on the same date that the lease between Developer and Bond Drug Company of Illinois commences and running concurrently with said lease, continuing for a term of fifty (50) years, subject to adjustment as provided in Article 3(a) of another lease, bearing even date herewith, between the parties hereto, and subject to prior termination as provided therein, the parking area located in the Village of Skokie, State of Illinois, to include not less than 146 feet of frontage facing Oakton Street and not less than 139 feet of depth, but having an irregular shape, hereinafter referred to as the "Leased Premises", adjacent to the building located at 4844-50 W. Oakton Street, Skokie, Illinois together with all improvements, appurtenances, easements and privileges belonging thereto, all as shown outlined in red on the plan attached hereto and made a part hereof as Exhibit "A", and as legally described in Exhibit "B" hereto attached and made a part hereof.

Developer shall pay as rent a sum equal to the greater of One Dollar (\$1.00) annually or ten percent (10%) of the percentage rent received by Developer by reason of its Lease Agreement with Bond Drug Company of Illinois, its successors or assigns; as detailed in Article 2 of the lease between Developer and Bond Drug Company of Illinois.

Provisions for further and additional rent and the other terms, covenants and conditions of said letting, including the options on the part of Developer 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 party of this Lease.

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

"6.(a) The Leased Premises shall be for the free and exclusive use of customers, invites and employees, Developer lessees, their successors or assigns. no buildings or other structures shall be erected within the areas shown on Exhibit "A". 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", or such locations as are deemed appropriate by Village. Automobile traffic aisles within said Parking Areas shall run in directions shown on Exhibit "A", and use of the property shall be in accordance with all applicable codes, ordinances, statutes, rules and regulations."

This Memorandum of Lease is made and executed by the parties hereto for the purpose 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 herewith, 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 rents and other terms, covenants and conditions of the aforesaid other lease bearing even date herewith between the parties hereto.

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IN WITNESS WHEREOF, Village and Developer have executed this Memorandum of Lease as of the day and year first above written.

COLE TAYLOR BANK, as Trustee  
under Trust Agreement dated  
10/1/91 and known as Trust  
#91-3025

VILLAGE OF SKOKIE

BY: *Peter Jung*

BY: *[Signature]*  
Village Manager

Attest: *[Signature]*

Attest: *[Signature]*

## COOPERATIVE CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and every one of the parties to this instrument, including covenants, undertakings and agreements herein contained, shall be bound by the terms, conditions, covenants, undertakings and agreements, repeated hereon, and shall be bound by each and every one of them, made and entered into by the parties hereto, and shall be bound by the terms, conditions, covenants, undertakings and agreements by the Trust Agreement, and shall be bound by the terms, conditions, covenants, undertakings and agreements for the purpose of being bound by the terms, conditions, covenants, undertakings and agreements of the parties hereto, and this instrument is executed and delivered by and for the parties hereto, and the parties hereto, and this instrument is intended to be binding and enforceable against the parties hereto, and the parties hereto, and shall not at any time be asserted or enforceable against the parties hereto, and the parties hereto, on account of this instrument or on account of any warranty, including representation, warranty, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, of such personal liability, if any, being expressly waived and released.

COLE TAYLOR BANK

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STATE OF ILLINOIS )  
 )  
COUNTY OF ) SS

I, the undersigned, a Notary Public, do hereby certify that Peter Jung and Kathleen Dunne, personally known to me to be the Vice President and Land Trust Administrator, respectively, of COLE TAYLOR BANK, as Trustee under Trust Agreement dated 10/1/91 and known as Trust No. 91-3025, 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 Vice President and Land Trust Administrator they signed and delivered the said instrument as such Vice President and Land Trust Administrator of said company, pursuant to authority granted it as their free and voluntary act, and as the free and voluntary act and deed of said company, for the purposes therein set forth.

Given under my hand and seal, this 4th day of January, 1993.

Jeanette L. Kuczek  
Notary Public

My Commission Expires:



DEPT-61 RECORDINGS \$31.00  
T#0000 TRAN 1090 02/09/93 10:44:00  
#5136 # \* -93-105464  
COOK COUNTY RECORDER

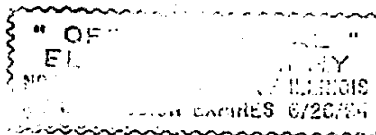
STATE OF ILLINOIS )  
 )  
COUNTY OF ) SS

I, Ellen D. Murphy, a Notary Public, do hereby certify that Albert J. Rigoni and Marlene Williams, personally known to me to be the Village Manager and Village Clerk, respectively, of Village of Skokie, 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 Albert J. Rigoni and Marlene Williams they signed and delivered the said instrument as such Village Manager and Village Clerk of said company, pursuant to authority granted it as their free and voluntary act, and as the free and voluntary act and deed of said company, for the purposes therein set forth.

Given under my hand and seal, this 8 day of January, 1993.

Ellen D. Murphy  
Notary Public

My Commission Expires: 6/26/94



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EXHIBIT "A"

TO DRAWING  
72



CONTROL CABINET

FIXTURES ON CATCH &  
STAPLES ON CATCH & 2

CABLE END  
ANGLE CONNECTION

HEAVY DUTY

CANTON CANTON

3/4" X 1/2" CABLE IN  
2 1/2" X 5" CONDUIT

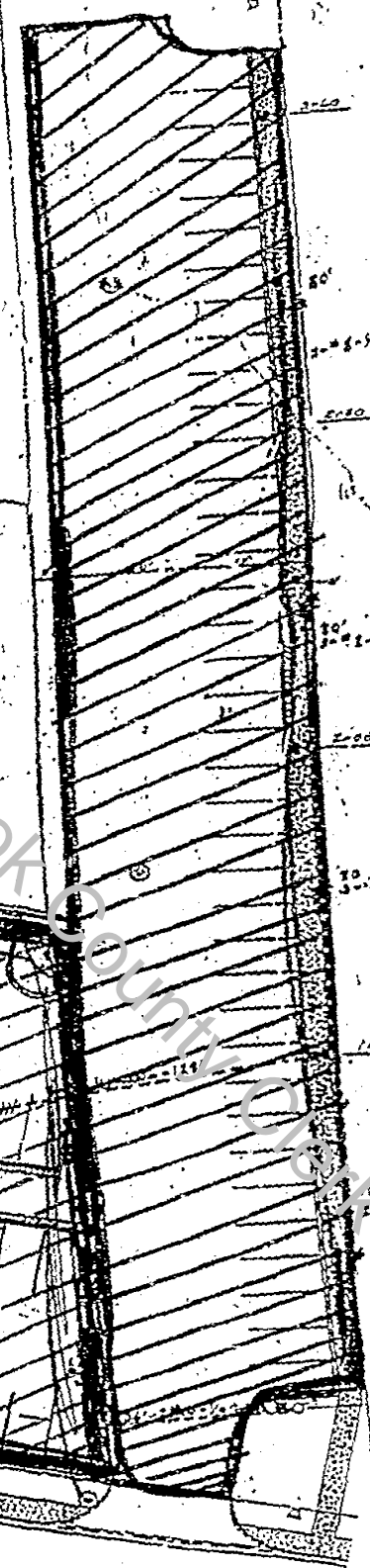
WITH  
LUBR  
3 IN  
BE  
by (1800) 11

Proposed Place Booth Location - Living Room  
Booth

EXHIBIT "A"

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Office

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Business Phone 674-7373  
Home Phone 272-7097

*Permanently let lease*  
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Michael J. Mattis, President  
Illinois Registered Land Surveyor No. 2104

**Samborski, Mattis, Inc.**

**SURVEYORS**

Residential • Commercial • Industrial • Condominiums

4332 OAKTON STREET

SKOKIE, IL 60076

December 31, 1991

Thomas Thompson  
Village of Skokie  
5117 Oakton Street  
Skokie, Illinois 60077

Dear Mr. Thompson:

The following is the legal description you requested:

"The East 146 feet of lot 1 (as measured on the south line of lot 1) in Clara Blameuser's Oakton Street Subdivision, a Resubdivision of the south 146 feet of lot 3 and that part of lot 4 which lies west of the westerly right of way line of Chicago and Northwestern Railway (except therefrom the south 7 feet of said lots 3 and 4 taken for widening of Oakton Street) in the subdivision of lot 2 in the subdivision of the south 105 acres of the south east quarter of Section 21, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois".

Yours truly,

Samborski, Mattis, Inc.

*Michael J. Mattis*

Michael J. Mattis, President

MJM/PLM

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STATE OF ILLINOIS)

)SS

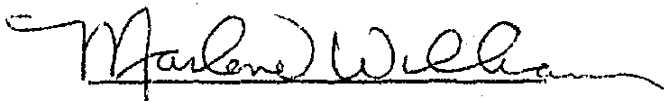
COUNTY OF COOK)

I, MARLENE WILLIAMS, DO HEREBY CERTIFY that I am the regularly elected and acting Clerk of the Village of Skokie, County of Cook and State of Illinois.

I DO FURTHER CERTIFY that the annexed and foregoing Memorandum of Lease authorized by Village Ordinance Number 92-12-V-2329 is a true and correct copy.

I DO FURTHER CERTIFY that the original, of which the foregoing is a true copy is entrusted to my care and safe-keeping and I am the Keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Skokie this 8th day of January, 1993.



Skokie Village Clerk

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