

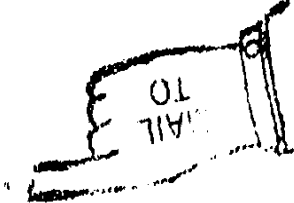
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This instrument was prepared by  
and after recording return to:

Rosanne Miller, 3H89C  
Ameritech Cellular Services  
2000 W. Ameritech Center Drive  
Hoffman Estates, IL 60195-5000



DEPT-01 RECORDING 037.50  
T00012 TRAN 9112 08/16/94 10:57:00  
00652 BK \*-94-723695  
COOK COUNTY RECORDER

## AMENDMENT TO LEASE AGREEMENT

and

## AMENDMENT TO MEMORANDUM OF LEASE

This AMENDMENT TO LEASE AGREEMENT and AMENDMENT TO MEMORANDUM OF LEASE is entered into this 19th day of July, 1994 between Suburban Bank of Barrington as Trustee and not personally under Trust Agreement dated April 21, 1993 known as Trust Number 1041 successor landlord to Midwest Bank & Trust Company as trustee under Trust #78-04-2461 ("Landlord") whose address is 333 N. Northwest Highway, Barrington, IL 60010 and Chicago SMSA Limited Partnership ("Tenant") whose address is c/o Ameritech Cellular Services, Legal Department 3H82, 2000 West Ameritech Center Drive, Hoffman Estates, Illinois 60195-5000.

### WITNESSETH:

**WHEREAS**, Landlord and Tenant entered into a Lease Agreement dated September 28, 1984 (the "Lease") for the lease of certain premises in the County of Cook, State of Illinois, as legally described on Exhibit A attached hereto and incorporated herein; and

**WHEREAS**, with respect to the Lease, Landlord and Tenant executed a Memorandum of Option and Lease dated September 28, 1984 which was recorded with the Recorder for Cook County, on November 27, 1984 as document number 27351018 and recorded again on February 15, 1985 as document number 27445007 and Landlord and Tenant executed a Memorandum of Lease dated October 30, 1984 which was recorded with the Recorder for Cook County on November 27, 1984 as document 27351019 (the "Memorandum"); and

**WHEREAS**, Landlord and Tenant wish to provide for the automatic renewal of the term of the Lease, and have agreed that

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the Lease and the Memorandum be amended as set forth below.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Paragraph 2.2 of the Lease is hereby amended to read as follows:

2.2 Option to Extend. The term of this Lease shall be automatically renewable for four (4) additional terms of five (5) years each following the original term at the annual rent stated and otherwise upon the same terms and conditions stated in this Lease. If Tenant desires to not extend any subsequent term of the Lease it shall give Landlord written notice of its intention to not extend the term at least sixty (60) days prior to the expiration of the then current term whereupon the Lease shall be deemed canceled upon the expiration of the then current term.

2. Paragraph 3 of the Memorandum is hereby amended to read in full as follows:

(3) The Landlord hereby grants to Tenant, subject to all of the terms and conditions of the Lease, the right to extend said Lease beyond the initial term for four (4) successive terms of five (5) years each. The Lease shall automatically be renewed for each successive extension term unless: (i) Tenant notifies Landlord in writing of its intention not to renew the Lease at least sixty (60) days prior to the expiration of the then current term; or (ii) the Lease is first terminated by either party in accordance with the terms set forth therein. The maximum date to which this Lease may be extended is November 4, 2009, unless at the end of the fourth (4th) five (5) year extension term the Lease has not been terminated by the Landlord or Tenant as set forth in the Lease, in which case the Lease shall continue in full force upon the same covenants, terms and conditions for a further term of one (1) year, and so on from year-to-year until terminated by either party in compliance with the Lease.

3. In all other respects, the Lease and the Memorandum remain unmodified, unamended and in full force and effect.

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IN WITNESS WHEREOF, the parties have duly executed this Amendment to Lease and Amendment to Memorandum of Lease effective on the date first set forth above.

LANDLORD  
Suburban Bank of  
Barrington, as Trustee  
and not personally, under  
trust agreement dated  
April 21, 1993 known as  
Trust Number 1041

TENANT  
Chicago SMSA Limited Partnership  
an Illinois limited partnership  
by its sole general partner  
Ameritech Mobile Phone Service  
of Chicago, Inc.

BY: *Anthony J. Piro*  
Name: *Anthony J. Piro*  
Title: *Trustee*

BY: *Dennis L. Myers*  
Name: Dennis L. Myers  
Title: Vice President

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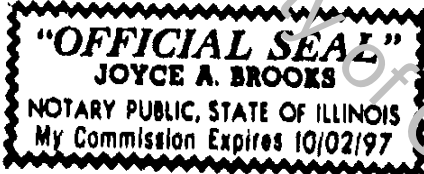
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## NOTARY FOR TRUSTEE FOR LAND TRUST

STATE OF ILLINOIS)  
  ) SS  
COUNTY OF Cook)

Personally appeared before me this 29 day of July, 1994, the above named Anthony P. Brooks, P.C. as the Trustee of Trust Number 1041 and not personally and acknowledged that he executed the foregoing instrument on behalf of said banking corporation and by its authority for the purposes set forth therein.

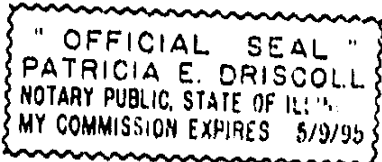


Print Name: Joyce A. Brooks  
Notary Public  
State of Illinois  
County of Cook

## NOTARY FOR TENANT

STATE OF ILLINOIS)  
  ) SS  
COUNTY OF COOK )

Personally appeared before me this 31 day of July, 1994 the above named Dennis L. Myers, the Vice President of Ameritech Mobile Phone Service of Chicago, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said corporation and by its authority, for the purposes set forth therein.



Print Name: Patricia E. Driscoll  
Notary Public  
State of Illinois  
County of Cook

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## AMENDMENT TO LEASE AND AMENDMENT TO MEMORANDUM OF LEASE

### Legal Description of the Leased Premises

#### Parcel 1

That part of the West 5 acres, lying South of the Centerline of Dundee Road, of the West half of the Northeast quarter of Section 8, Township 42 North, Range 10 East of the Third Principal Meridian described as follows: commencing at a point on the East line of said West 5 acres 340 feet South of said centerline of Dundee Road; thence Northerly along said East line, 90 feet to the place of beginning; thence Westerly and parallel with the said centerline of Dundee Road 50 feet; thence Northerly and parallel with the said East line 50 feet; thence Easterly and parallel with the said centerline of Dundee Road 50 feet to said East line; thence Southerly along said East line 50 feet to said place of beginning in Cook County, Illinois.

#### Parcel 2

Together with a non-exclusive easement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles, including trucks, and (b) an easement for the installation and maintenance of utility wires, cables, conduits, and pipes, over under or along an area sufficiently wide to install and maintain said utilities, as determined by the utility companies, from said utilities service across Landlord's Property directly to Parcel 1 described above.

Common address: 1979 West Dundee Road, Palatine, Illinois

02-08-201-005

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