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IHOP Properties, Inc.  
Attn: Legal Department  
P.O. Box 29018  
Glendale, California 91209-9018

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DEPT-01 RECORDING 027.50  
T00012 TRAN 4472 10/19/94 10:01:00  
\$3770 BK \*--94-894787  
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

## MEMORANDUM OF LEASE EXTENSION

THIS MEMORANDUM OF LEASE EXTENSION ("Memorandum") is made as of September 28, 1994, by and between GEORGE P. LAUREN, M.D., AS TRUSTEE OF THE LUCY E. LAUREN TRUST DATED MARCH 27, 1980, AS AMENDED, ("Lessor"), whose address is 7020 North Highway #1, Little River, California 95456, and IHOP PROPERTIES, INC., a California corporation, ("Lessee") whose principal place of business is located at 525 N. Brand Boulevard, Third Floor, Glendale, California 91203-1903, who agree as follows:

1. Lease. Lessor's predecessor-in-interest, The Daviland Corporation, and Lessee's predecessor-in-interest, International Industries, Inc., entered into that certain Real Estate Lease dated May 15, 1972 (the "Lease"), demising that certain land located in the City of Chicago, County of Cook, State of Illinois, commonly known as 2818 W. Diversey, Chicago, Illinois (the "Premises"). Lessor and Lessee have entered into that certain Agreement to Amend and Extend Lease dated September 28, 1994. All references to "Lease" in this Memorandum shall mean and refer to the Lease as modified by the Agreement to Amend and Extend Lease.

2. Term. Under the Agreement to Extend and Amend Lease, the term of the Lease has been extended for a period of fifteen (15) years commencing June 1, 1995, and ending May 31, 2010.

3. Prohibition Against Competition. The Lease contains the following covenants of Lessor set forth in Article XXX thereof:

### "ARTICLE XXX - PROHIBITION AGAINST COMPETITION

30.1 Lessor's Covenants. Lessor agrees, for itself and its successors and assigns, that during the term of the Lease (including the Extended Term) it will not use or lease, or permit, suffer, or allow any tenant to use or lease, directly or indirectly, any property located within one (1) mile of the Premises now or hereafter owned or controlled by Lessor, for any family restaurant or coffee shop that would directly compete with an International House of Pancakes® restaurant, such as, but not limited to, The Village Inn, Bob's Big Boy, Shoney's, Denny's,

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Perkins', Waffle House, Baker's Square, Coco's, JB's, Allie's, Cracker Barrel, Marie Callender's, Friendly's, Bob Evans' Farms, or any other food service operation that sells pancakes. The covenants of Lessor set forth herein shall continue only so long as the business on the Premises is operated as a family restaurant or coffee shop, except during periods of damage or destruction, until the repair or restoration of the improvements is completed.

30.2 **Remedies for Breach.** The covenants of Lessor set forth in Section 30.1 are a material inducement for Lessee to enter into the Lease, as amended hereby. If Lessor breaches such covenants and the breach is not cured within thirty (30) days after written notice thereof from Lessee to Lessor, Lessee shall have the right to pursue all of its rights and remedies available at law or in equity, including cancellation of this Lease, a suit for damages, and injunctive relief. The foregoing enumeration of rights and remedies shall not preclude the exercise of any other rights or remedies which might be available to Lessee at law or in equity."

4. **Purpose of Memorandum.** This Memorandum is made solely for the purpose of giving notice to the public of the existence of the Lease, the terms and conditions of which are expressly incorporated herein by reference for all purposes as though fully set forth herein. This Memorandum is not intended to modify, and shall not be construed as modifying, the provisions of the Lease in any way and should there be any conflict between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first written above.

LESSOR:

*George P. Lauren*  
GEORGE P. LAUREN, M.D., as Trustee of the Lucy E. Lauren Trust dated March 27, 1980, as amended

LESSEE:

HOP PROPERTIES, INC., a California corporation

By: *Richard K. Herzer*

Richard K. Herzer, President

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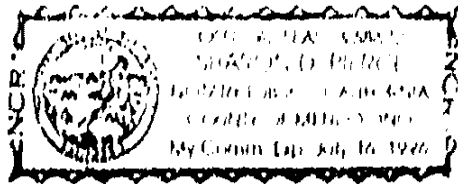
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State of California )

County of Mendocino )

On September 30th, 1994 before me, a Notary Public, personally appeared **GEORGE P. LAUREN**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature *Sharon A. Penco*

(Seal)

State of California )

County of Los Angeles )

On October 1, 1994 before me, a Notary Public, personally appeared **RICHARD K. HERZER**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature *Cathy Celano*

(Seal)

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## EXHIBIT A

### LEGAL DESCRIPTION OF DEMISED PREMISES

Lots 299, 300, 391 and 302 in Given's and Gilbert's Subdivision of Southeast quarter of the Northwest quarter of Section 25, Township 40 North, Range 13, in Cook County, Illinois, East of the Third Principal Meridian.

PIN# 13-25-136-036  
037  
038  
039

THIS PROPERTY INDEX NUMBER IS BEING PROVIDED BY THE CLERK OF THE COUNTY CLERK'S OFFICE. THE OFFICE OF THE RECORDER OF DEEDS BY WHOM'S ALL LIABILITY OR RESPONSIBILITY FOR ANY ERROR OR OMISSION IN THE NUMBER, THE CUSTOMER AGREES TO ACCEPT AND THE CLERK'S OFFICE OF THIS PROPERTY INDEX NUMBER.

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