

UNOFFICIAL COPY

Prepared by and after recording return to:

Deborah J. Eichner, Esq.
Hughes & Luce, L.L.P.
1717 Main Street, Suite 2800
Dallas, TX 75201

91970981

4449-9579



PROPERTY NO.: 1938(IV)
CITY: Bedford Park
STATE: Illinois

SHORT FORM OF LEASE

. DEPT-01 RECORDING \$37.50
. T40011 TRAM 4599 11/15/94 16:10:00
. \$6141 \$ RV #-94-970981
. COOK COUNTY RECORDER

SHORT FORM OF LEASE, dated as of November 1, 1994, between William J. Wade, acting not individually but solely as owner trustee of Retail Trust IV, created under the Retail Trust IV Trust Agreement dated as of November 1, 1994, having an address at c/o Wilmington Trust Company, 1100 N. Market Street, Rodney Square North, Wilmington, Delaware 19890-0001 ("Lessor") and WAL-MART STORES, INC., a Delaware corporation having an address at 702 S.W. 8th Street, Bentonville, Arkansas 72716 ("Lessee").

WITNESSETH:

1. Lessor, pursuant to a Lease (the "Lease"), dated of even date herewith, has demised and leased, and does hereby demise and lease, to Lessee, and Lessee leases from Lessor, upon and subject to the terms, covenants and conditions set forth therein (i) Lessor's right, title and interest, as ground lessee under that certain Ground Lease dated of even date herewith, between Lessee, as ground lessor, and Lessor, as ground lessee, in the parcel of land (the "Land") situated in the City of Bedford Park, County of Cook, State of Illinois, more particularly described on Exhibit A annexed hereto, (ii) all right, title and interest of Lessor in and to all buildings and other structures and fixtures now or hereafter located on the Land (the "Improvements") and (iii) all right, title and interest of Lessor in and to all easements, rights and appurtenances relating to the Land and Improvements (collectively, the "Demised Premises"). All capitalized terms, if not defined herein, are as defined in the Lease.

2. The initial term of the Lease commences on November 10, 1994, and expires on January 2, 2015.

3. Lessee has the option to renew the term of the Lease for up to 4 consecutive terms; the first renewal term is for 7

3750
DJA

UNOFFICIAL COPY

years, the 2nd renewal term is for 3 years, the 3rd and 4th renewal terms are for 5 years each, in each case upon the terms and conditions more particularly set forth in Section 3 of the Lease.

4. Lessee has certain options to purchase the Demised Premises from Lessor, upon the terms and conditions more particularly set forth in Sections 14, 15, 17 and 19 of the Lease.

5. Lessee and Lessor have certain options to terminate the Lease prior to the scheduled expiration of the term of the Lease, upon the terms and conditions more particularly set forth in Sections 14, 15, 16, 18, 19 and 23(a) of the Lease.

6. Lessee has certain rights to substitute property for the Demised Premises, upon the terms and conditions more particularly set forth in Section 16 of the Lease.

7. This Memorandum of Lease shall be released upon the expiration or earlier termination of the Lease.

8. This instrument is intended only to be a Memorandum of the Lease and shall not be construed to vary or otherwise affect any of the provisions of the Lease.

9. It is expressly understood and agreed by the parties to the Lease that (i) the Lease is executed and delivered by William J. Wade (the "Trustee"), not personally but solely as owner trustee on behalf of Lessor, in the exercise of the powers and authority conferred and vested in them as the owner trustee under the Trust Agreement, (ii) each of the representations, undertakings and agreements in the Lease made by Lessor are made and intended not as personal representations, undertaking and agreements by the Trustee but are made and intended for the purpose of binding only the Trust Estate created by the Trust Agreement, (iii) nothing contained in the Lease shall be construed as creating any liability on the Trustee, individually or personally, to perform any covenant either expressed or implied contained in the Lease, all such liability, if any, being expressly waived by Lessee and by any Person claiming by, through or under Lessee and (iv) under no circumstances shall the Trustee be personally liable for the payment of any indebtedness or expenses of the Trustee or Lessor under the Lease or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trustee or Lessor under the Lease.

UNOFFICIAL COPY

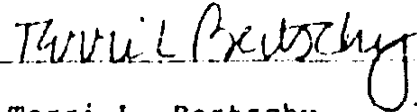
IN WITNESS WHEREOF, this Short Form of Lease has been duly executed and delivered pursuant to proper authority duly granted by Lessor and Lessee as of the date first written above.

ATTEST:

WAL-MART STORES, INC.



By:





Name: Allison Garrett
Title: Assistant Secretary

Name: Terri L. Bertschy
Title: Treasurer

Property of Cook County Clerk's Office

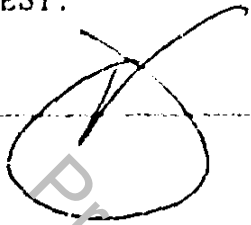
52490011:282

UNOFFICIAL COPY

WITNESS
ATTEST:



WITNESS
ATTEST:



By:



(Seal)

William J. Wade,
acting not individually but
solely as trustee for the
trust created under the Trust
Agreement dated as of
November 1, 1994

Property of Cook County Clerk's Office

9-2000001

UNOFFICIAL COPY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above duly commissioned to take acknowledgements, there personally appeared William J. Wade, who is personally known to me to be a person who signed the legal instrument to which this acknowledgement is attached and which was produced to me in the State and County aforesaid, and being by me first duly sworn did acknowledge before me, depose and say to me that he is a trustee of Retail Trust IV, named as one of the parties to the aforementioned legal instrument; that after being duly informed of the contents and import of such legal instrument as the trustee of such trust indicated above, he had signed the same in the name of and on behalf of such trust; that the execution of said legal instrument was the free and voluntary act and deed of said trust for the consideration, purposes, and uses set forth in such legal instrument; that he had delivered such legal instrument to the other parties thereto as such; and that on behalf of said trust he had received a true copy of such legal instrument without charge.

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgement in the State and County named above on the ___ day of November, 1994.

My commission expires:

Allen [Signature]
Notary Public

Printed Name:

ALLIANCE EXTRACT
NOTARY PUBLIC, State of New York
No. 51, 049, 129
Qualified in New York County
Commission Expires March 30, 1995

94000001

UNOFFICIAL COPY

STATE OF TEXAS

§
§
§

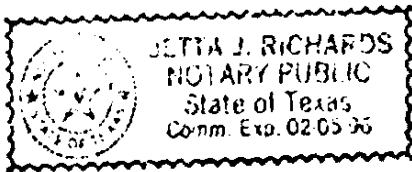
ss.:

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS that before me, the below-named Notary Public in and for the State and County named above duly commissioned to take acknowledgements, there personally appeared TERRI L. BERTSCHY, who is personally known to me to be a person named in and who signed the legal instrument to which this acknowledgement is attached and which was produced to me in the State and County aforesaid, and being by me first duly sworn each did acknowledge before me, depose and say to me that she is Treasurer of WAL-MART STORES, INC., a Delaware corporation, named as one of the parties to the aforementioned legal instrument; that she knows the seal of said corporation; that the seal imprinted on the legal instrument to which this acknowledgement is attached is an imprint of the true seal of said corporation; that after being duly informed of the contents and import of such legal instrument she had signed and caused the seal of such corporation to be imprinted on such legal instrument as the officer of such corporation indicated above; that she had signed and sealed the same in the name of and on behalf of such corporation by the authority, order and resolution of its Board of Directors; that she had signed her name thereto on behalf of said corporation by like order; that the execution of said legal instrument was the free and voluntary act and deed of said corporation for the consideration, purposes, and uses set forth in such legal instrument; that she had delivered such legal instrument to the other parties thereto as such; and that on behalf of said corporation she had received a true copy of such legal instrument without charge.

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgement in the State and County named above on the 9th day of November, 1994.

My commission expires: _____



Jetta J. Richards
Notary Public

Printed Name: _____

UNOFFICIAL COPY

EXHIBIT A

PARCEL 1 - Legal Description

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SAID SOUTHEAST 1/4; THENCE NORTH 90 DEGREES WEST UPON THE SOUTH LINE OF SAID SOUTHEAST 1/4 175.54 FEET; THENCE NORTH 00 DEGREES, 09 MINUTES, 53 SECONDS WEST UPON A LINE WHICH LIES 175.54 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SAID SOUTHEAST 1/4, 445.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 445.00 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 21, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES, 09 MINUTES 53 SECONDS WEST, PARALLEL WITH THE EAST LINE OF THE SAID SOUTH EAST 1/4, 550.00 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, 691.47 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTHEAST 1/4, 135.81 FEET; THENCE NORTH 53 DEGREES, 45 MINUTES, 33 SECONDS EAST, 97.63 FEET; THENCE SOUTH 89 DEGREES, 19 MINUTES, 54 SECONDS WEST, 85.95 FEET; THENCE SOUTHWESTERLY, THE FOLLOWING 5 COURSES, 20.00 FEET SOUTHEASTERLY OF AND PARALLEL OR CONCENTRIC TO, THE EXISTING CENTERLINE OF A SWITCH TRACK, THENCE SOUTH 53 DEGREES, 45 MINUTES, 33 SECONDS WEST, 242.08 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 289.79 FEET; THENCE SOUTHWESTERLY UPON SAID CURVE 119.12 FEET TO ITS POINT OF TANGENT; THENCE NORTH 30 DEGREES, 12 MINUTES, 23 SECONDS WEST, 311.78 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 399.13 FEET; THENCE SOUTHWESTERLY UPON SAID CURVE 136.43 FEET TO ITS POINT OF TANGENT; THENCE SOUTH 03 DEGREES, 43 MINUTES, 59 SECONDS EAST, 34.74 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH 445.00 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, 1184.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SAID SOUTHEAST 1/4; THENCE NORTH 90 DEGREES WEST UPON THE SOUTH LINE OF SAID SOUTHEAST 1/4, 175.54 FEET; THENCE NORTH 00 DEGREES 09 MINUTES, 53 SECONDS WEST UPON A LINE WHICH LIES 175.54 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SAID SOUTHEAST 1/4, 885.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH ON THE LAST DESCRIBED LINE 130.00 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, 192.00 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTHEAST 1/4, 130.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, 192.37 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

PARCEL 2: Detention Parcel

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY (SAID LINE ALSO BEING 175 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 21) 1398.38 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 21; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 93 DEGREES 43 MINUTES 59 SECONDS FROM EAST TO NORTH WITH THE LAST DESCRIBED LINE, A DISTANCE OF 281.21 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX WESTERLY HAVING A RADIUS OF 434.12 FEET AN ARC DISTANCE OF 51.83 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE, SAID LINE BEING 25 FEET SOUTHEASTERLY OF THE CENTERLINE OF A SWITCH TRACK AND FORMING AN ANGLE OF 117 DEGREES 17 MINUTES 01 SECONDS FROM EAST TO SW WITH THE RADIAL LINE OF THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 138.17 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE CONVEX SOUTHEASTERLY HAVING A RADIUS OF 509.39 FEET, A DISTANCE OF 333.03 FEET TO A POINT ON THE SAID NORTH LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 334 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Office of Cook County Clerk's Office

94900001

UNOFFICIAL COPY

EXHIBIT A-1

Permanent Tax Number

19-21-400-043, Volume 189

Street Address

7050 S. Cicero Avenue
Bedford Park, Illinois 60638

Property of Cook County Clerk's Office

94070001

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Return To: Stacie Taylor
14643 Dallas Parkway
Suite 770 LB-61
Dallas, Texas 75240