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## LEASE AMENDMENT

THIS LEASE AMENDMENT made this 24<sup>th</sup> day of November, 1993 by and between Maywood Proviso State Bank, as Trustee under Trust No. 3575 dated March 27, 1975 (hereinafter referred to as "Owner") and Aldi Inc., an Illinois corporation (hereinafter referred to as "Aldi").

### WITNESSETH

WHEREAS, Owner and Aldi have entered into a certain Lease dated September 1, 1979 for a portion of the following described real estate located in Cook County, Illinois:

The North 300' of Block one (1) in the first addition to W. Pullman in the NE Quarter of Section 29, Township 37 N, Range 14 E of the Third Principal Meridian, except that part of the N 300 foot line E of the line 50' W of and parallel with the E line of said section 29 in Cook County, Illinois,

and

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#1964 ; \*94-065388  
COOK COUNTY RECORDER

WHEREAS, a Memorandum of Lease was placed of record as Instrument No. 27320283, and

WHEREAS, on or about January 10, 1990, Owner and Aldi have amended the terms of said Lease as evidenced by a certain Affidavit recorded September 30, 1992 as Instrument No. 92726042; and

WHEREAS, Owner and Aldi agree to modify the current terms of the tenancy.

NOW THEREFORE, Owner and Aldi covenant, promise and agree as follows:

1. Authority. Owner represents and warrants to Aldi that Owner is the fee simple owner of the real estate currently leased to Aldi and that Owner has full power and authority to enter into this Lease Amendment and that the undersigned is fully empowered to act for and on behalf of the Owner.
2. Building Restriction. Owner covenants and agrees, that for and during the term of Aldi's tenancy under the Lease, and any extensions thereof, Owner shall not build or construct any structures in that area of the shopping center lying between the current Aldi leased premises and South Halsted Street.
3. Renewal Option. Aldi agrees to, and does hereby exercise its option to renew and extend its tenancy for the period commencing on June 1, 1995 and terminating

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on May 31, 2000. Owner hereby acknowledges receipt of notice of said renewal and Aldi shall have no further notification duties with regard to said renewal.

4. Rent Adjustment. Aldi agrees to increase all monthly installments of the rent amounts due under the Lease, any extensions of the term thereof, including the option period renewed in the paragraph immediately preceding, by One Thousand Dollars (\$1,000.00) per month commencing with the December 1993 installment.
5. Parking Area Resurfacing. Owner shall, within nine (9) months of the date of this Lease Amendment cause the east parking area (that area lying between the current Aldi leased premises and South Halsted Street) to be resurfaced with no less than one inch (1") of hot asphaltic concrete and restriped. Upon satisfactory completion of this work, Aldi shall pay to Owner the sum of Five Thousand Dollars (\$5,000.00). In the event that Owner shall fail to perform the work provided for in this paragraph, Aldi's obligation in this paragraph shall be released; however, the other agreements, promises and covenants contained herein shall remain in full force and effect.
6. Reaffirmation. In all other respects, Owner and Aldi reaffirm the terms and conditions of the Lease dated September 1, 1979, as amended.

IN WITNESS WHEREOF, Owner and Aldi have entered into this Lease Amendment as of the date first written above.

Maywood Proviso State Bank,  
as Trustee under Trust No. 3575  
dated March 27, 1975

By: John P. Steinisha  
Vice-President & Trust Officer

ATTESTED

Guine  
ASSISTANT SECRETARY

Aldi Inc., an Illinois corporation

By: Michael J. Jessen  
Michael J. Jessen  
General Manager

ATTEST:

Michael R. Schacht  
Michael R. Schacht  
Assistant Secretary

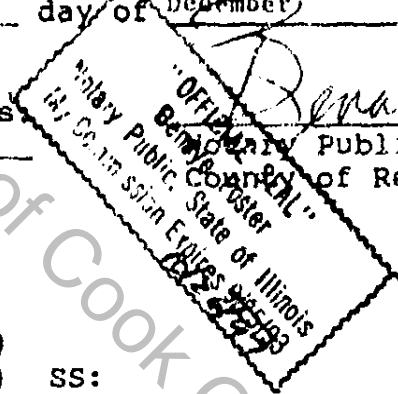
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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

Before me, the undersigned, a Notary Public for COOK County, State of Illinois personally appeared JOHN P. STERNISHA and GAIL NELSON, Vice Pres. & T.O. and Assistant Secretary respectively, of Maywood Proviso State Bank, as Trustee under Trust No. 3575 dated March 27, 1975, and they being first duly sworn by me upon their oaths, say that the facts alleged in the foregoing instrument are true. Signed and sealed this 16th day of December, 1993.

My Commission Expires 10/26/97  
Notary Public of Residence COOK



(SEAL)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF PORTER )

Before me, the undersigned, a Notary Public for Porter County, State of Indiana, personally appeared Michael J. Jessen and Michael R. Schacht, General Manager and Assistant Secretary, respectively, of Aldi Inc. and they being first duly sworn by me upon their oaths, say that the facts alleged in the foregoing instrument are true. Signed and sealed this 5th day of January, 1994.

My Commission Expires: May 26, 1996

Marilyn K. Popplewell  
Notary Public  
County of Residence: Starke

(SEAL)

This Instrument Prepared By:

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