

# UNOFFICIAL COPY

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## MEMORANDUM OF AGREEMENT AMENDING LEASE

THIS IS AN AGREEMENT, dated July 31st, 1995, between LA SALLE NATIONAL TRUST, N.A. Successor Trustee to LA SALLE NATIONAL BANK, as Trustee U/T/A #30741, dated March 8, 1963, of 133 S. LaSalle St. in Chicago, IL (herein called "Lessor", whether one or more), and SHELL OIL COMPANY, a Delaware corporation with offices at 777 Walker, Two Shell Plaza, in Houston, Texas 77002 (herein called "Shell"):

RELATING to the lease dated July 31, 1969 between you and Shell, covering premises located at 4758 N. River Rd. in Schiller Park, Cook County, Illinois, a memorandum of which is recorded as Document #21-005-746, in the office of the Recorder of that County ("Lease"); "as heretofore supplemented by" Agreement Supplementing Lease, dated December 18, 1970, and recorded as Document #21-402-264.

JUL 31 AND CONFIRMING that, by Agreement Amending and Extending Lease of 1995 between Lessor and Shell, the Lease was amended in several respects, including in addition thereto the following provisions:

The description of the Premises has been amended to read and provide as follows:

That part of the North half of Cynthia Robinson's Tract, lying west of the center of Des Plaines River Road, in the Partition of the North Section of Robinson's reservation, in Township 40 North, Range 12 East of the Third Principal Meridian, described as follows: Beginning at a point 50.0 feet South of the North line of Section 15, also being the center line of Lawrence Avenue, and 50.0 feet West of the center line of River Road; thence South along a line 50.0 feet West of and parallel with the center line of River Road a distance of 150.0 feet; thence Northwesterly a distance of 23.62 feet to a point on a line 190.0 feet South of and parallel with the North line of said Section 15; thence West on last mentioned parallel line, a distance of 180.0 feet to a point on a line 250.0 feet West of and parallel with the center line of River Road; thence North on last mentioned parallel line to a point 50.0 feet South of the North line of said Section 15, thence East on a line 50.0 feet South of and parallel with the North line of said Section 15, to a place of beginning in Cook County, Illinois,

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12-15-100-014-0000  
together with all rights, privileges and appurtenances thereto (and which, with the land, are herein collectively called "premises").

Reserving to Lessor an easement over and across the following described part of the premises:

Beginning at a point 170.0 feet South of the North line of Section 15, also being the center line of Lawrence Avenue, and 50.0 feet West of the Center line of River Road; thence south along a line 50.0 feet West of and parallel with the center line of River Road a distance of 30.0 feet; thence Northwesterly a distance of 23.62 feet to a point on a line 190.0 feet South of and parallel with the North line of said Section 15; thence Northeasterly to the point of beginning,

to be used in Common with Shell, and only for ingress and egress to and from Lessor's land adjoining the premises, and only so long as (a) Lessor does not cause or permit any obstruction of the easement area or access thereto, and (b) Lessor fully indemnifies Shell against all damage or liability caused by or happening in connection with the use of the easement area by or under Lessor.

Subject to an Easement granted to the County of Cook, dated December 17, 1964 and recorded as document #19352947 in the Office of the Recorder of Cook County, Illinois.

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DEPT-01 RECORDING \$29.00  
140012 TRAN 7789 11/22/95 11:43:00  
#0510 # CG \*-95-81023  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$26.00

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The primary term of the Lease has been extended for a period beginning on October 29, 1969, and ending on September 30, 2000.

Shell shall have options to extend the Lease for three (3) additional periods of five (5) years each on the same covenants and conditions as provided in the Lease. Shell may exercise any one or more of such options by giving Lessor notice, in the manner provided in Article 16 thereof, at least one hundred twenty (120) days prior to the expiration of the then-current extension period (as the case may be).

EXECUTED as of the date first herein written. (FOR THE EXCULATORY PROVISION OF LA SALLE NATIONAL TRUST, N.A., SEE ATTACHED EXHIBIT "A")

LaSalle National Trust, N.A., successor trustee to  
LaSalle National Bank, as trustee under Tr No  
30741 and not personally

By: 

Vice President

SHELL OIL COMPANY

By: 

M. H. Cluck, District Manager  
Shell Oil Products Company  
As Agent for Shell Oil Company

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## EXHIBIT "A"

Memorandum of Agreement amending  
RIDER ATTACHED TO AND MADE A PART OF LEASE DATED July 31, 1995  
Memorandum of Agreement amending

This LEASE is executed by LA SALLE NATIONAL TRUST, N.A., not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated March 8, 1963 and known as Trust No. 30741 at LA SALLE NATIONAL TRUST, N.A., to all provisions of which Trust Agreement this LEASE is expressly made subject. It is expressly understood and agreed that nothing herein or in said Lease contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenants, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Lessee, and that so far as said Trustee is concerned the owner of any indebtedness or liability accepting hereunder shall look solely to the premises hereby leased for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said Trustee has no control over, and under this LEASE assumes no responsibility for (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property, (3) the collection of rents or rental of such property, or (4) the conduct of any business which is carried on upon such premises. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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11/11/2011

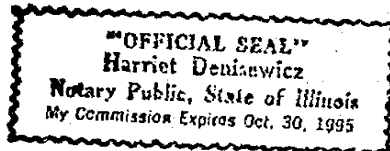
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Harriet Denisevicz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Corinne Bek, the Vice President of LaSalle National Trust, N.A., ("Land Trustee") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she/he signed, sealed and delivered the said instrument, not personally but solely as trustee under a Trust Agreement dated March 8, 1963 and known as Trust No. 30741 and for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31st day of July, 19 97.

*Harriet Denisevicz*  
NOTARY PUBLIC



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