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MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE dated as of this 2nd day of ~~August~~ 1994, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated December 1, 1991 and known as Trust Number 114854-06, having its principal offices at One N. LaSalle Street, Chicago, Illinois 60603 (herein referred to as "Landlord"), and OFFICEMAX, INC., an Ohio corporation, having its principal office at 3605 Warrensville Center Road, Shaker Heights, Ohio 44122 (herein referred to as "Tenant").

WITNESSETH:

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That in consideration of the rents, covenants, and conditions more particularly set forth in a certain lease between Landlord and Tenant, of even date herewith (the "Lease"), Landlord and Tenant do hereby covenant, promise and agree as follows:

1. Demised Premises. Landlord does demise unto Tenant and Tenant does take from Landlord, for the Term (as hereinafter defined), the following property: the building area depicted in Exhibit B attached hereto and made a part hereof located in the shopping center development (the "Shopping Center") located at 17th Avenue and Cermak Road, Broadview, Illinois, as further described in Exhibit A attached hereto and made a part hereof (the "Demised Premises").

The exterior walls and roof of the Demised Premises and the area beneath the Demised Premises are not demised hereunder.

2. Use. The premises hereby demised may be used for any lawful retail purpose not in violation of Exhibit E of the Lease or the Operation and Easement Agreement between Dayton Hudson Corporation and American National Bank and Trust Company of Chicago not personally, but solely as Trustee under Trust Agreement dated December 1, 1991 and known as Trust No. 114854-06 dated as of July 20, 1993, filed with the Cook County, Illinois Recorder on September 20, 1993 in Document No. 93-703155, Partial Assignment of rights under Operation and Easement Agreement and Restrictions Agreement between The Pep Boys Manny, Moe & Jack of California, a California corporation, and American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated December 1, 1991, and known as Trust No. 114854-06, filed with the Cook County, Illinois Recorder on December 3, 1993 in Document No. 93-991800, and First Amendment to Partial Assignment of Rights under Operation and Easement Agreement by and between The Pep Boys Manny, Moe & Jack of California, a California corporation, and American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated December 1, 1991, and known as Trust No. 114854-06, dated March

COOK COUNTY RECORDS \$37.50
 T:7777 TRAN 3190 01/17/95 10:25:00
 I:0744 DW *-95-034673
 COOK COUNTY RECORDER

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N-145018 10/2/94

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20th 1994 and filed with the Cook County, Illinois Recorder on June 8, 1994 in Document No. 94-507671 (collectively, the "OEA").

3. Assignment and Subletting. Tenant may assign this lease or sublet the whole or any part of the Demised Premises, with the prior written consent of Landlord, which consent shall not be unreasonably withheld, it shall remain liable and responsible under the Lease unless, in the case of an assignment the assignee meets the Minimum Net Worth standard set forth in Article 21 of the Lease.

4. Term. The term shall commence upon the earlier of (1) the "Date of Occupancy" (as set forth in Article 11 of the Lease); or (2) the date upon which Tenant shall open its store for business (the "Commencement Date") and terminating twenty (20) years from the last day of the month in which the Commencement Date shall occur unless the Lease is extended pursuant to Article 13 of the Lease, and provided, further, that Tenant shall have four (4) successive options to extend the term of the Lease for an additional period of five (5) years on each such option, each such extended term to begin, respectively, upon the expiration of the term of the Lease or of the Lease as extended.

5. Exclusive Use. During the Term (including any renewal or extended term) no portion of the Shopping Center shall be used for the "Prohibited Uses" or in violation of the "Restricted Uses" described on Exhibit D attached hereto and made a part hereof. The Prohibited Uses and Restricted Uses shall be deemed covenants running with the land and shall bind and burden the Shopping Center and shall inure to the benefit of the Demised Premises and Tenant for the Term of the Lease (including any renewal or extended term).

6. Effect of Memorandum. The sole purpose of this instrument is to give notice of the Lease and its terms, covenants and conditions to the same extent as if the Lease were fully set forth herein. This Memorandum shall not modify in any manner the terms, conditions or intent of the Lease and the parties agree that this Memorandum is not intended nor shall it be used to interpret the Lease or determine the intent of the parties under the Lease.

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first written.

WITNESSES:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, TRUSTEE

L. M. Sorzinski
Print Name: _____

By: _____
Its: _____

Print Name: _____

OFFICEMAX, INC., an Ohio
corporation ("Tenant")

Richard J. Beck
Print Name: _____

By: _____
Its: _____

Paul Solomon
Print Name: _____

Mark E. Krizan
Senior Vice President of Real Estate

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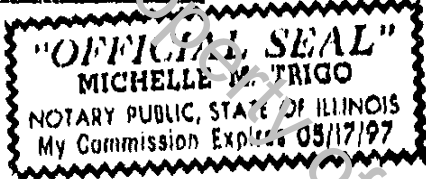
ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

SEP 26 1994

On this _____ day of _____, 1994, before me appeared to me personally know, who being duly sworn did say that he is ~~Michelle M. Trigo~~ of American National Bank and Trust Company of Chicago, Trustee, who executed the within and foregoing instrument as such _____ by authority of its trust agreement and acknowledged said instrument to be the free act and deed of said Trustee and of him as VICE PRESIDENT.

In Witness Whereof, I have set my hand and seal at _____, Illinois.



Michelle M. Trigo
Notary Public
My commission expires: _____

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS:

On this 6th day of October, 1994, before me appeared to me personally know, who being duly sworn did say that he is Mark Kestel of OfficeMax, Inc., an Ohio corporation, who executed the within and foregoing instrument and as Senior Real Estate of the corporation by authority of the Board of Directors, acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have set my hand and seal at Cleveland, Ohio.



Mark K. Campbell
Notary Public
Cuyahoga County,
My commission expires: _____
MARK K. CAMPBELL - EIGHTY
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES FEB. 22, 1999

DRAFTED BY, AND WHEN RECORDED, RETURN TO:

William J. Gelm, Esq.
BAKER & HOSTETLER
3200 National City Center
1900 E. 9th Street
Cleveland, Ohio 44114
(216) 861-7628

WJG1309:34255:91001:REVISED:WJD-11.LBX
WJB 8/30/94

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Exhibit A

Legal Description of Shopping Center

Broadview Village Square being a subdivision of part of the Southeast 1/4 of Section 22, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

1990 (1) BROADVIEW SQ - NW 1/4

15-32-400-001

15-32-400-004

15-32-400-001

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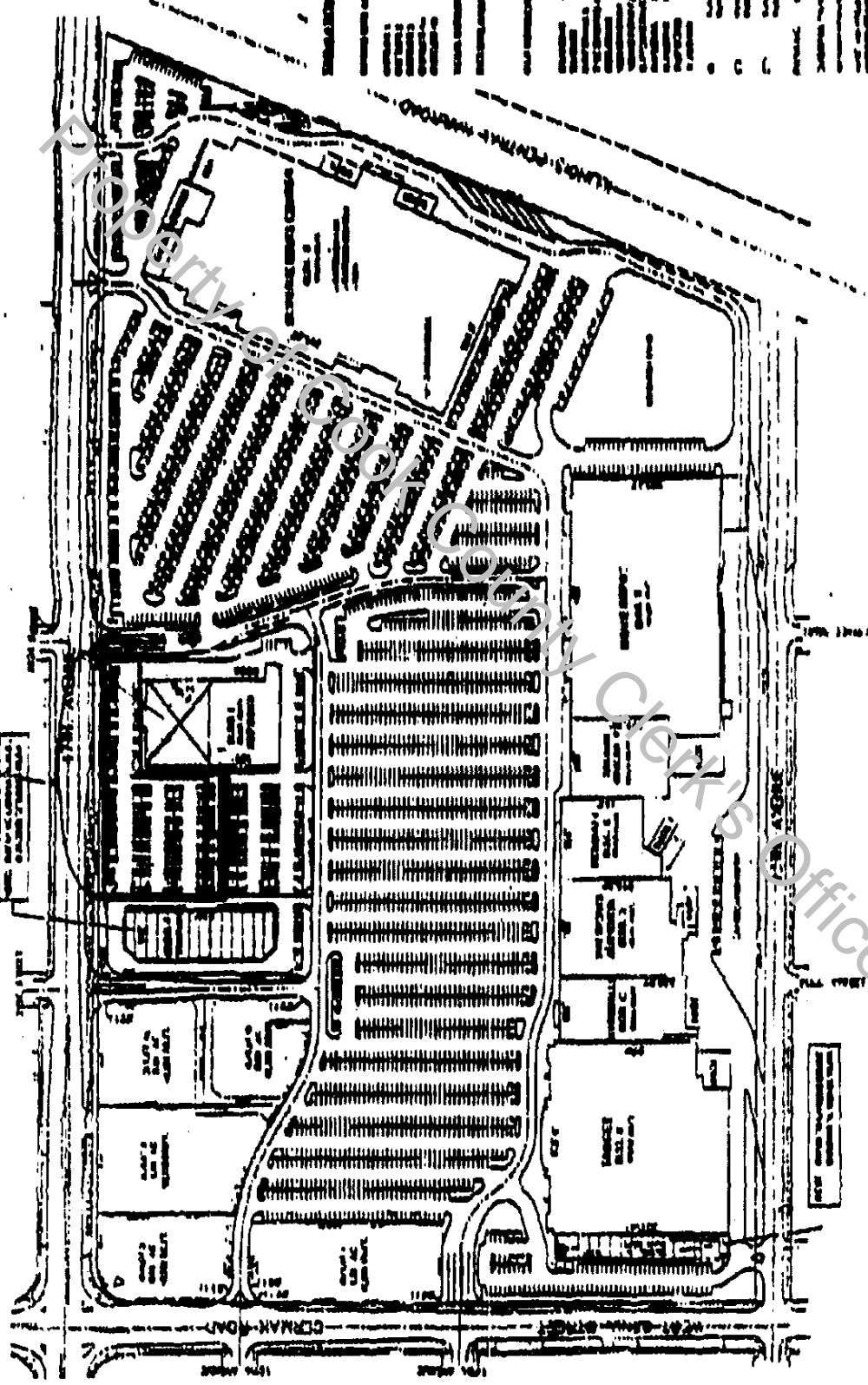
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EXHIBIT B

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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SITE PLAN

HSA

BROADVIEW VILLAGE SQUARE

LEASING PLAN

1-0001

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EXHIBIT D

The following uses will be restricted at the OfficeMax store in Broadview Village Square:

- (i) A pet or pet supply store;
- (ii) A full line sporting goods store;
- (iii) A home improvement or hardware store;
- (iv) A supermarket or grocery store;
- (v) A bakery or delicatessen except as an incidental use to a restaurant;
- (vi) A store selling fresh or frozen meat, fish, poultry or produce for off-premises consumption;
- (vii) A store selling beer, wine or other alcoholic beverages for off-premise consumption;
- (viii) the sale of automobile parts or service;
- (ix) the operation of a deep discount drug store or any other business which does more than ten percent (10%) of its volume in cosmetics and fragrances;
- (x) the sale of hams;
- (xi) the sale of money orders or the cashing of checks for a fee;
- (xii) the sale of career women's clothing, including specifically suits and dresses or
- (xiii) A restaurant whose principal business is the sale of pizza for on-site and off-site consumption.

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