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. COOK COUNTY RECORDER

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum") is made and entered into as of the 21st day of December, 1994 by and between Eagle Food Centers, Inc., a Delaware corporation ("Landlord"), and Amalgamated Bank of Chicago (formerly known as Amalgamated Trust & Savings Bank), as Trustee under a Trust Agreement dated December 30, 1985 and known as Trust No. 5107 ("Tenant").

WITNESSETH: THAT

WHEREAS, Landlord is the successor tenant under that certain Lease (the "Master Lease") dated as of December 5, 1972 by and between DSL Service Company, a California corporation, as landlord, and Lucky Stores, Inc., a California corporation ("Lucky"), as tenant, said Master Lease covering real property located in the City of Arlington Heights, County of Cook, State of Illinois, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Demised Premises"); and

WHEREAS, Landlord is the successor sublessor under that certain Lease dated as of December 31, 1985 by and between Lucky, as sublessor, and Tenant, as subtenant, relating to the Demised Premises; and

WHEREAS, Lucky and Tenant have previously entered into that certain Memorandum of Lease dated as of December 31, 1985 and filed on February 8, 1986 in the Towners Office for Cook County, Illinois as document no. 3494502, relating to the aforesaid Lease dated as of December 31, 1985; and

WHEREAS, the aforesaid Lease dated as of December 31, 1985 has been amended by that certain First Amendment to Lease dated as of July 15, 1993, that certain Second Amendment to Lease dated as of June 17, 1994, and that certain Third Amendment to Lease dated as of December 21, 1994, each between Landlord and Tenant, and that certain letter dated April 7, 1994 from Landlord to Tenant (such Lease, as so amended, being herein referred to as the "Sublease"); and

WHEREAS, Landlord and Tenant desire to enter into and record this Memorandum for the purpose of giving notice of the Sublease and certain provisions contained therein.

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NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) in hand paid and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Landlord and Tenant hereby agree as follows:

1. Landlord subleases, demises and sublets unto Tenant, and Tenant subleases and takes from Landlord, the Demised Premises, together with the buildings and other improvements now or hereafter existing thereon (including, without limitation, all heating, ventilating and air conditioning equipment, plumbing fixtures, lighting fixtures, electrical wiring and distribution panels), and with all ingress and egress and other rights appurtenant thereto.

2. The term of the Sublease has heretofore commenced and shall continue until December 31, 2032, unless sooner terminated pursuant to the terms and provisions of the Sublease.

3. The Sublease provides that the rights of the parties thereto are subject and subordinate to the terms and conditions of the Master Lease. As provided in the Sublease, Landlord agrees to exercise extension options contained in the Master Lease and otherwise to perform its obligations under the Master Lease so as to assure to Tenant quiet enjoyment of the Demised Premises throughout the term of the Sublease.

4. It is expressly understood and agreed that this Memorandum is for the purpose of giving notice of the Sublease and is subject to all of the rentals, terms, conditions and provisions contained in the Sublease. In the event of any inconsistency between the terms and provisions of this Memorandum and the Sublease, the terms and provisions of the Sublease shall prevail.

5. This instrument is executed by Amalgamated Bank of Chicago, not in its individual capacity, but as Trustee as aforesaid, and it is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertaking and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Amalgamated Bank of Chicago or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Memorandum as of the day and year first above written.

EAGLE FOOD CENTERS, INC.

By: Herbert T. Batten
Its: Vice President

AMALGAMATED BANK OF CHICAGO, as
Trustee of Trust No. 5107 and not personally.

By: IRVING B. POLAKOW
Its: SENIOR VICE PRESIDENT

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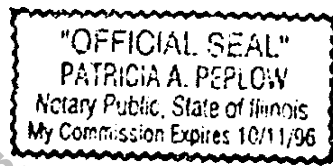
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STATE OF Del)
COUNTY OF Del)

The foregoing instrument was acknowledged before me this 23 day of Feb, 1995, by Harbert D. Deter, as V.P. of Eagle Food Centers, Inc., a Delaware corporation, on behalf of the corporation.



Patricia A. Peplow
Notary Public

My commission expires: 10-11-96

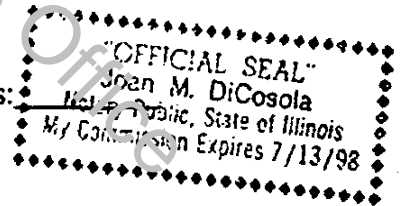
STATE OF ILLINOIS)
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 11 day of January, 1995 by Irving Polakow, as the Senior V. Pres of Amalgamated Bank of Chicago, an Illinois corporation, as Trustee under Trust Agreement dated December 30, 1985 and known as Trust No. 5107, on behalf of such corporation, in such Trustee capacity



Joan M. DiCosola
Notary Public

My commission expires:



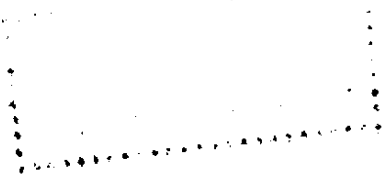
This instrument prepared by and after recording return to:

Thomas H. Page
Barack, Ferrazzano, Kirschbaum & Perlman
333 West Wacker Drive, Suite 2700
Chicago, Illinois 60606

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EXHIBIT A

Legal Description

Lots 1 through 5 inclusive and Lots 7 through 14 inclusive of C. H. Taylor's Arlington Heights Acres, being a subdivision of that part of the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Common Street Address: 1700 East Rand Road, Arlington Heights, Illinois

Permanent Tax Numbers: 03-21-300-003; 03-21-300-004; 03-21-300-005 ; 03-21-300-006; 03-21-300-007; 03-21-300-008; 03-21-300-009; 03-21-300-010; 03-21-300-015; 03-21-300-016; 03-21-300-017; 03-21-300-018; 03-21-300-019.

Arlington Heights

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