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MEMORANDUM OF LEASE

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. COOK COUNTY RECORDER

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WHEN RECORDED MAIL TO:

James T. Mayer, Esq.
Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601-1293

338

MEMORANDUM OF LEASE

78,369.21
Kelly D.

This Memorandum of Lease is by and between Harris Bank of Naperville, as Trustee under Trust Agreement dated July 12, 1984, and known as Trust Number 4576 ("Landlord") and BC Chicago, Inc., an Illinois corporation ("Tenant"), pursuant to which Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Demised Premises (later defined) upon the following terms:

Date of Lease: March 6, 1995

Description of Demised Premises: See Exhibit A attached hereto

Commencement Date: The Term (as defined in Section 1(a)(ix) of the Lease) of the Lease shall begin on the date which is the earlier to occur of sixty (60) days following the date Tenant receives possession of the Demised Premises and the date Tenant opens a restaurant located on the Demised Premises for business to the general public.

Expiration Date: _____

Term: sixty (60) full calendar months.

Renewal Option(s): three (3), five (5) year renewal options.

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BOX 333-CTI

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Exclusive: As a material inducement for Tenant to enter into the Lease, Landlord acknowledges and agrees that during the Term and any Extension(s) (as defined in Section 1(a)(x) of the Lease) that no portion of the Office Complex (other than the Demised Premises) and no any property presently or hereafter owned, leased or controlled directly or indirectly by Landlord within two thousand (2,000) linear feet in any direction from the boundary lines of the Office Complex (the "Restricted Area"), shall be sold, leased, managed, used or occupied by a tenant or occupant whose primary business is the sale of chicken or other products typically found in a "Boston Market Restaurant" (the "Restrictive Business"). In clarification, but not limitation, such Restrictive Business shall include Hearth Express, Kentucky Fried Chicken, Kenny Rogers, Starbucks, Arnie's Bagels and Brueger's Bagels, or such other similar type bagel business. In further clarification of the foregoing, but not limitation, such Restrictive Business shall exclude the corporate office of any Restrictive Business. Landlord shall execute contemporaneously with the execution of the Lease, a Memorandum of Lease containing such restriction on the Office Complex and all other property presently owned, leased or controlled by Landlord and Landlord shall deliver to Tenant the Permanent Index Numbers for all property presently owned, leased or controlled by Landlord in the Restricted Area. Thereafter, Tenant shall, at its sole cost and expense, record the Memorandum of Lease against all property presently owned, leased or controlled by Landlord in the Restricted Area. Landlord shall be subject to a continuing obligation to deliver similar documentation in recordable form to bind property subsequently acquired, leased or controlled by Landlord which falls within the Restricted Area. In the event of a breach by Landlord under the terms of Section 11 of the Lease, Tenant shall be entitled to injunctive relief as well as all other remedies available at law or in equity, Landlord acknowledging and agreeing that Tenant does not have an adequate remedy at law for breach of this provision.

Office Complex Restrictions: Tenant has entered into the Lease in reliance upon representations by Landlord that the Office Complex is and shall remain a first-class retail shopping center and further, Landlord agrees that no part of same shall be used as a theater, auditorium, meeting hall (other than non-regularly scheduled meetings), off-track betting business, massage parlor, video game arcade, bowling alley, skating rink, car wash, car repair, night-club or adult book or adult video store (which are defined as stores in which any portion of the inventory is not available for sale or rental to children under eighteen (18) years old because such inventory explicitly deals with or depicts human sexuality). If Landlord elects to enter into a lease or any other type of an agreement to lease space in the Office Complex to a tenant or an occupant whose use is a bar, billiard or pool hall (the "Non-Prohibited Use"), Landlord agrees that the Non-Prohibited Use shall be operated in a first class manner and shall not adversely affect, create a dangerous situation or is otherwise detrimental to the ongoing operation of the Demised Premises or the Building Complex.



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Right of First Lease of Demised Premises: Tenant has a right of first refusal to lease the Demised Premises for a term commencing on and after the expiration of the Lease.

Consent to Collateral Assignment of Lease: Tenant has collaterally assigned the Lease to Boston Chicken, Inc. ("Franchisor"). Landlord has agreed and consented to Tenant collaterally assigning the Lease to Franchisor and to such further collateral assignments as permitted therein.

The purpose of this Memorandum of Lease is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

WITNESS:

Michael J. Hoffmann

TENANT:

BC CHICAGO, INC., an
Illinois corporation

By: *[Signature]*

Name:

Title:

Date: _____

ATTEST:

By: _____
Name: _____
Its: _____

LANDLORD:

HARRIS BANK OF NAPERVILLE, as
Trustee under Trust Agreement dated
July 12, 1984, and known as Trust No. 4576

By: See Trustee's Rider Attached Hereto and Made A Part Hereof

Name: _____

Title: _____

Date: _____

[Handwritten mark]

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BC CHICAGO, INC. ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

The foregoing instrument was acknowledged before me on March 6, 1995,
by John Morlock, President of BC Chicago, Inc., on behalf of the corporation.

Carolyn Lesner
Notary Public

Commission Expires: August 19, 1995

"OFFICIAL SEAL"
CAROLYN LESNER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Aug. 19, 1995

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EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF OFFICE COMPLEX

Store Number:
Tax I.D. Number: 20-11-410-023 and 20-11-410-024
Address of Property: 1428 East 53rd Street
Chicago, Illinois

Lot 6 and the East half of Lots 7, 8, 9 in Block 22 of Hyde Park, a subdivision of the East one-half of the Southeast Quarter and the East one-half of the Northeast Quarter of Section 11, and the North part of the Southwest tract Quarter of Section 12 and the Northeast Quarter of the Northeast Quarter of Section 14 Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**THIS DOCUMENT PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO;**

James T. Mayer, Esq.
Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601-1293
(312) 368-4000

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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, undertakings 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 HARRIS BANK NAPERVILLE, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

HARRIS BANK NAPERVILLE, not personally
but as Trustee under L/T # 4576

By: Mark E. Rice
Mark E. Rice, Vice President

Attest:

By: Mary A. Szczap
Mary A. Szczap, Pro-Secretary

STATE OF ILLINOIS
COUNTY OF WILL

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark E. Rice of Harris Bank Naperville, and Mary A. Szczap thereof, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Pro-Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of Harris Bank Naperville, for the uses and purposes therein set forth, and the said Pro-Secretary did also then and there acknowledge that she as custodian of the corporate seal of said Harris Bank Naperville to said instrument as her own free and voluntary act, and as the free and voluntary act of said Harris Bank Naperville for the uses and purposes therein set forth.

February 27, 1995
DATE

Beverly J. Sheets
Notary Public

"OFFICIAL SEAL"
Beverly J. Sheets
Notary Public State of Illinois
My Commission Expires Jan. 21, 1998

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