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### **UNOFFICIAL COPY**

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. DEPT-01 RECURDING

\$35.50

- . T46666 TRAN 7365 08/20/96 15:14:00
- . \$6639 \$ LM \*-96-640090
  - COOK COUNTY RECORDER

After recording please return to:

Stacie Taylor Commonwealth Land Title Company 14643 Dallas Parkway, Suite 100

Dallas, Texas 75240

PROPERTY NO.: 6444

CITY: Evanston

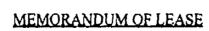
STATE: Illinois

STREET ADDRESS: 2450 Main Street

TAX PARCEL NO. 10-24-300-051-0000

10-24-300-055-0000

10-24-300-052-0000



MEMORANDUM OF LEASE, dated as of August 15, 1996, between WARES DELAWARE CORPORATION, a Delaware corporation having an address at 60 Wal-Mart Stores, Inc., as Administrator, 702 S.W. 8th Street, Bentonville, Arkansas 72716 ("Lessee") and WAL-MART STORES, INC., a Delaware corporation having an address at 702 S.W. 8th Street, Bentonville, Arkansas 72716 ("Lessee").

#### WITNESSETH:

1. Lessor, pursuant to a Lease (as such Lease may be amended from time to time, the "Lease"), dated of even date herewith, has demised and leased to Lessee, and Lessee has leased from Lessor, upon and subject to the terms, covenants and conditions set forth therein, Lessor's right, title and interest in the parcel of land (the "Land Parcel") situated in the City of Evanston, County of Cook, State of Illinois, and more particularly described on Exhibit A annexed hereto.

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All capitalized terms, if not defined herein, are as defined in the Lease. THIS MEMORANDUM OF LEASE IS FOR THE PURPOSE OF GIVING NOTICE OF THE LEASE.

- 2. The initial term, including the Interim Term and the Basic Term, of the Lease commences on August &, 1996, and expires on July 15, 2026.
- 3. Lessee has the option to renew the term of the Lease for up to six additional periods of ten years each as more particularly set forth in Section 3.02 of the Lease.
- 4. Lessee has certain options to purchase the Land Parcel from Lessor, upon the terms and conditions more particularly set forth in Sections 15.01, 17.04 and 22.02(f) of the Lease.
- 5. Less e has certain options to terminate the Lease prior to the scheduled expiration of the term of the Lease, upon the terms and conditions more particularly set forth in Sections 13.01 and 21.01 of the Lease.
- 6. Lessee has certain rights to substitute property for the Land Parcel, upon the terms and conditions more particularly set forth in Articles XIII, XIX, XXI and XXII of the Lease.

#### 7. [INTENTIONALLY OMITY ED]

- 8. As provided in and under the particular circumstances described in Section 8.02 of the Lease, Lessee has the right, as Lessor's attorney-in-fact, to execute, deliver and record documents granting certain easements affecting the Land Parcel.
- 9. Lessor's rights to sell, convey, transfer, pledge, mortgage, grant a deed of trust or deed to secure debt, or otherwise to dispose of any interest in the Land Parcel are limited as set forth in (i) Article 17 of the Lease, and (ii) the Certificate of Incorporation of Lessor as on file with the Secretary of State of Delaware.
- 10. This Memorandum of Lease shall be released upon the expirition or earlier termination of the Lease except with respect to those matters expressly stated in the Lease to survive such termination.
- 11. This instrument is intended only to be a Memorandum of the Lease and shall not be construed to vary or otherwise affect any of the provisions of the Lease. To the extent any provision of this instrument is inconsistent with any provision of the Lease, the provision of the Lease shall control.
- 12. Pursuant to Sections 22.02 and 25.01 of the Lease, (but subject to the rights of Lessee described in Sections 4, 5 and 6 hereinabove), upon the expiration or the earlier termination of the Lease, all of Lessee's right, title and interest in and to the Improvements and Lessee's Equipment (as such terms are defined in the Lease) remaining on a Land Parcel at such expiration or earlier termination of the Lease shall vest in Lessor.

IN WITNESS WHEREOF, this Memorandum of Lease has been duly executed and delivered pursuant to proper authority duly granted by Lessor and Lessee as of the date first written above.

ATTEST:

Name: Very description

LESSOR:

WARES DELAWARE CORPORATION

By: David Ledy,

Vice President

LESSEE:

WAL-MART STORES, INC.

Attest:

Allison Garrett, Assistant Secretary J/J. Fitzsimmo

Senior Vice President

#### THIS INSTRUMENT PREPARED BY:

Hughes & Luce, L.L.P. 1717 Main Street (Suite 2800) Dallas, Texas 75201 Attn: Anthony G. Soards

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STATE OF NEW YORK	)	
	)	<b>55</b> :
COUNTY OF NEW YORK	)	

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above duly commissioned to take acknowledgments, there personally appeared David Ledy, who is personally known to me to be a person named in and who signed the legal instrument to which this acknowledgment is attached and which was produced to me in the State and County aforesaid, and being by me first duly swom did acknowledge before me, depose and say to me that he is, Vice President of Wares Delaware Corporation, a Delaware corporation; that he know, the seal of said corporation; that the seal imprinted on the legal instrument to which this acknowledgment is attached is an imprint of the true seal of said corporation; that after being duly informed of the contents and import of such legal instrument he had signed and caused the seal of such legal instrument as the officer of such corporation indicated above; that he had signed and scaled the same in the name of and on behalf of such corporation in such capacity by the authority, order and resolution of its Board of Directors; that he had signed his name thereto on behalf of said corporation in such capacity by like order; that the execution of said legal instrument was the free and voluntary act and deed of said committee in such capacity for the consideration, purposes, and uses set forth in such legal instrument, that he had delivered such legal instrument to the other parties in such capacity he had received a true copy of such legal instrument without charge.

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgment in the State and County named above on het 2t hday of August, 1996.

My commission expires: June 30, 1998

Notary Public

Print Name: Bernadette M. Sullivan

BERNADETTE M. SULLIVAN
Notary Public, State of New York
No. 018U4813940
Qualified in New York County
Commission Expires June 30, 1998

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STATE OF ARKANSAS ) SS: COUNTY OF BENTON )

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above duly commissioned to take acknowledgments, there personally appeared J. J. Fitzsimmons, who is personally known to me to be a person named in and who signed the legal instrument to which this acknowledgment is attached and which was produced to me in the State and County aforesaid, and being by me first duly sworn each did acknowledge before me, depose and say to me that he is Senior Vice President of WAL-MART STORES, INC., a Delaware corporation, named as one of the parties to the aforementioned legal instrument; that he knows the seal of said corporation; that the seal imprinted on the legal instrument to which this acknowledgment is catached is an imprint of the true seal of said corporation; that after being duly informed of the contents and import of such legal instrument he had signed and caused the seal of such corporation to be imprinted on such legal instrument as the officer of such corporation indicated above; that he had signed and sealed the same in the name of and on behalf of such corporation by the authority, order and resolution of its Board of Directors; that he had signed her name thereto on behalf of said corporation by like order; that the execution of said legal instrument was the free and voluntary act and deed of said corporation for the consideration, purposes, and uses set forth in such legal instrument; that he had delivered such legal instrument to the other parties thereto as such; and that on behalf of said corporation he had received a true copy of such legal instrument without charge.

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgment in the State and County named above on the day of August, 1996.

My commission expires: July 1, 2000

Muen Demory
Notary Public
Print Name: Karen Demory

#### EXHIBIT "A"

**DEMISED PREMISES** 

[Legal Description]

Property of County Clerk's Office Permanent Tax Parcel Nos.: 10-24-300-051-0000

A-1 . f3

#### **EXHIBIT A**

#### Legal Description

#### PARCEL 1:

Lot 1 and Lot 3 (except the East 15.50 feet of the North 78.27 feet of Lot 3) in Main Street Commons Subdivision being a subdivision in the Southwest quarter (1/4) of Section 24, Township 41 North, Range 13, East of the Third Principal Meridian, according to the Plat of said Main Street Commons Subdivision recorded March 15, 1993 as Document Number 93193389, in Cook County, Illinois.

#### PARCEL 2:

Easements appurtenant to and for the benefit of Parcel 1 aforesaid, as created by construction, operation, Maintenance and Reciptoral Easement Agreement dated March 11, 1993 and recorded March 15, 1993 as Document Number 93193297 for ingress and egress, passage and parking of vehicles, and passages and accommodation of pedestrians upon the common area; for the installation, use, operation, maintenance, repair, replacement, relocation and removal of the common utility facilities; for construction and for maintaining the common foundations, under, over and upon the common areas.

Lot 2 and the East 15.50 feet of the Nort's 73.27 of Lot 3 in Main Street Commons Subdivision, being a subdivision in the Southwest quarter (1/4) of Section 24, Township 41 North, Range 13, East of the Third Principal Meridian, according to the Pla of said Main Street Commons Subdivision recorded March 15, 1993 as Document Number 93193389 in Cook County, Illinois.

#### PARCEL 3:

Easement appurtenant to and for the benefit of Parcel 1 aforesaid as created by Deed of Declaration recorded June 23, 1978 as Document Number 24504249 and amended by First Amendment to Deed of Declaration dated March 11, 1993 and recorded March 15, 1993 as Document Number 93193390 for passage and use, both pedestrian and automotive, for purposes of ingress and egress, and parking over, upon and across all drives, parking areas and access ways or routes to and from the public way as there may from time to time exist on the following two parcels of land:

(1). That part of Lot 2 of General Dynamics-Evanston Industrial Park recorded May 16, 1969 in Book 791 at Pages 47 and 48 as Document 20843500, described as follows:

Beginning at the Northeast corner of said Lot 2; thence due West 622.56 feet on the North line of said Lot 2 to a point 14.02 feet due East of the Northwest corner of the said Lot 2; thence South 02° 28' 13" West, 655.00 feet on a line parallel with the West line of said Lot 2; thence South 87° 31' 47" East, 281.00 feet; thence North 02° 28' 13" East 159.00 feet; thence South 87° 31' 47" East 294.87 feet to the Southeasterly line of said Lot 2; thence North 24° 29' 53" East 106.33 feet on the Southeasterly line of said Lot 2; thence North 39° 03' 08" East, 38.92 feet on the Southeasterly line of said Lot 2 to the East line of said Lot 2; thence due North 393.39 feet on the East line of said Lot 2 to the Point of Beginning, and all being situated in the South West quarter (1/4) of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (except that part thereof falling in Parcel 1 aforesaid)

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That part of Lot 2 of General Dynamics-Evanston Industrial Park (recorded May 16, 1969 in Book 9791 at Page 447 and 48 as Document Number 20843500) and that part of the Southwest quarter (1/4) of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at the North East corner of said Lot 2; thence due West 622.56 feet (622.54 measured) on the North line of said Lot 2 to a point 14.02 feet due East of the North West corner of the said Lot 2: thence South 02° 28' 13" West, 655.00 feet on a line parallel with the West line of said Lot 2 to the Point of Beginning; thence South 02° 28' 13" West, 320.60 feet on a line parallel with the West line of said Lot 2; thence North 87° 31' 47" West, 14.00 feet to the West line of Lot 2; thence South 02° 28' 13" West 548.60 feet; thence North 66° 13' 02" East 41.65 feet; thence North 24° 29' 53" East 100 feet; thence North 87° 31' 47" West 294.87 feet; thence South 02° 28' 13" West 159 feet; thence North 66° 13' 02" East 200 feet; thence North 24° 29' 53" East 894.02 feet; thence North 87° 31' 47" West 294.87 feet; thence South 02° 28' 13" West 159 feet; thence North 87° 31' 47" West 281 feet to the Point of Beginning in Cook County, Illinois, (except that part thereof falling in Parcel 1 aforesaid).