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96763631

40th and Pulaski, Chicago, Illinois

MEMORANDUM OF LEASE

This Memorandum of Lease is made as of July 17, 1996 between First United Bank of Frankfort, as Trustee U/T/A dated November 30, 1995, Trust No. 1756 ("Landlord"), and National Restaurant Enterprises, Inc. d/b/a Ameriking Corporation, a Delaware corporation ("Tenant").

WITNESSETH:

Pursuant to that certain Lease Agreement dated January 23, 1996 (the "Lease") between Landlord and Tenant, Landlord has leased to Tenant a tract of land in Chicago, Illinois and all improvements now or hereafter situated thereon (the "Premises"), which tract of land is described on Exhibit A hereto and made a part hereof.

The "Lease" includes the following provisions:

1. The term of the Lease begins on the Possession Date (as defined in the Lease) and expires on the twentieth (20th) anniversary thereof, unless previously terminated, renewed or extended as set forth therein.

2. The Lease may be renewed or extended, upon proper notice, at the option of Tenant for two (2) additional periods of five (5) years each upon the terms, covenants, conditions and rental as set forth in the Lease.

3. Tenant has a right of first refusal to purchase the Premises upon the terms and conditions set forth in the Lease.

4. Tenant shall not be entitled to subject the Premises and Landlord's interest therein to a mechanic's lien by reason of any construction of or repairs on the improvements now or hereafter located on the Premises.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be executed as of the day and year first above written.

TENANT:

NATIONAL RESTAURANT ENTERPRISES, INC.
D/B/A AMERIKING CORPORATION

By: [Signature]

Title: CEO

LANDLORD:

FIRST UNITED BANK OF FRANKFORT, AS TRUSTEE U/T/A
DATED NOVEMBER 30, 1995, TRUST NO. 1756

By: _____

Title: _____

Prepared by:
Roberts & McGivney
33 North Dearborn, Suite 1800
Chicago, Illinois 60602
Attention: Michael S. Roberts

After recording, return to:
Lowndes, Drosdick, Doester, Kantor & Reed, P.A.
P.O. Box 2809
Orlando, Florida 32802
Attention: Dale A. Burket, Esquire

7 3150
28
59.50

EN 9601113 And [Signature]

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\$28.00

DEPT-10 PENALTY

COOK COUNTY RECORDER

47502 4 JJ *-96-762531

145555 TRAN 3139 10/07/96 14:15:00

DEPT-01 RECORDING

\$1.50

96-063631

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40th and Pulaski, Chicago, Illinois

MEMORANDUM OF LEASE

This Memorandum of Lease is made as of July 20, 1996 between First United Bank of ~~Frankfort~~ as Trustee U/T/A dated November 30, 1995, Trust No. 1756 ("Landlord"), and National Restaurant Enterprises, Inc. d/b/a Ameriking Corporation, a Delaware corporation ("Tenant").

WITNESSETH:

Pursuant to that certain Lease Agreement dated January 23, 1996 (the "Lease") between Landlord and Tenant, Landlord has leased to Tenant a tract of land in Chicago, Illinois and all improvements now or hereafter situated thereon (the "Premises"), which tract of land is described on Exhibit A hereto and made a part hereof.

The "Lease" includes the following provisions:

1. The term of the Lease begins on the Possession Date (as defined in the Lease) and expires on the twentieth (20th) anniversary thereof, unless previously terminated, renewed or extended as set forth therein.
2. The Lease may be renewed or extended, upon proper notice, at the option of Tenant for two (2) additional periods of five (5) years each upon the terms, covenants, conditions and rental as set forth in the Lease.
3. Tenant has a first right of refusal to purchase the Premises upon the terms and conditions set forth in the Lease.
4. Tenant shall not be entitled to subject the Premises and Landlord's interest therein to a mechanic's lien by reason of any construction of or repairs on the improvements now or hereafter located on the Premises.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be executed as of the day and year first above written.

TENANT:

NATIONAL RESTAURANT ENTERPRISES, INC.
D/B/A AMERIKING CORPORATION

By: _____

Title: _____

LANDLORD:

FIRST UNITED BANK OF ~~FRANKFORT~~, AS TRUSTEE U/T/A
DATED NOVEMBER 30, 1995, TRUST NO. 1756

By: W. Anthony Kopp

Title: Senior Vice President

Exhibits Attached:

Exhibit "A" - Legal Description

Prepared by and return to:

Lowndes, Drosdick, Doster, Kantor & Reed, P.A.

P.O. Box 2809

Orlando, Florida 32802

Attention: Dale A. Burket, Esquire

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STATE OF ILLINOIS
COUNTY OF DuPAGE

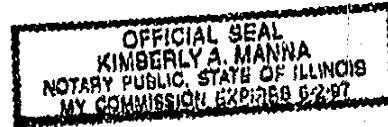
The foregoing was acknowledged before me this 17th day of July, 1999 by Joel Aasby as CEO/Secretary of National Restaurant Enterprises, Inc., a Delaware corporation, on behalf of the company. He/She is personally known to me and did not take an oath.

Kimberly A. Manna
Notary Signature

Kimberly A. Manna
Printed Name

Notary Public, State of Illinois
My Commission Expires: 6/2/97

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STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 20th day of July
1996 by W. Anthony Kopp as Sr. Vice Pres. of First United Bank of Cook County, as Trustee U/T/A
dated November 30, 1995, Trust No. 1756. He/She is personally known to me and did not take an oath.

Rosella Sharples
Notary Signature

Rosella Sharples
Printed Name
Notary Public, State of Illinois
My Commission Expires: March 14, 1998

~~~~~  
"OFFICIAL SEAL"  
Rosella Sharples  
Notary Public, State of Illinois  
My Commission Expires 03/14/98  
~~~~~

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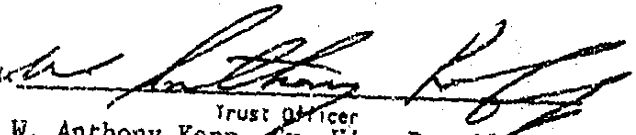
C:\DOCUMENT\EXOHMISC.DOC

EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreement 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 First United Bank or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement through said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

DATE: July 20 1996

FIRST UNITED BANK
not individually, but solely as Trustee
under Trust Number 1756

BY: 
Trust Officer
W. Anthony Kopp, Sr. Vice President

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Legal Description for 40th & Pulaski, Chicago, Illinois:

LOTS 4 AND 5 IN JENNI'S RESUBDIVISION OF PART OF LOT B IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST ¼ LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOTS 4 AND 5 IN JENNI'S RESUBDIVISION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4; THENCE EAST, ALONG THE NORTH LINE OF SAID LOT, 35.00 FEET; THENCE SOUTH, ALONG THE EAST LINE OF THE WEST 35.00 FEET OF SAID LOT, 129.43 FEET; THENCE 67.27 FEET SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF LOT 4, SAID POINT BEING 100.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH, ALONG THE EAST LINE OF THE WEST 100.00 FEET OF THE AFORESAID LOT 5, A DISTANCE OF 150.16 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT; THENCE WEST, ALONG SAID SOUTH LINE, 100.00 FEET TO THE SOUTHWEST CORNER OF LOT 5; THENCE NORTH, ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 150.16 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF LOT 4, A DISTANCE OF 146.84 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SWC Pulaski Rd + 40th St.
Chicago Ill.

PIN 19-03-201-051-0000
19-03-201-052-0000

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