

6. Incorporation of Lease. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way to modify or otherwise affect any of the terms and conditions of the Lease, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

5. Quiet Enjoyment. The Landlord covenants, warrants and represents that from and after the Commencement Date, the Premises will be free and clear of all liens and encumbrances superior to the leasehold hereby created, except for current taxes and except for any existing mortgage, in connection with which Landlord is to provide Tenant with a Non-Disturbance and Attornment Agreement; and that Tenant, upon the performance of the terms and provisions of the Lease including the payment of Rent, shall peacefully and quietly have, hold and enjoy the Premises, and all rights, easements, appurtenances and privileges belonging or in anywise appertaining thereto, during the Initial Term of the Lease and any extensions thereof.

4. Certain Restrictions. The Lease contains certain restrictions against the Landlord for leasing other stores in the Shopping Center. The Lease also contains certain restrictions on altering the site plan and on the use and occupancy of the space therein, said restrictions being covenants running with the land of the Shopping Center.

3. Renewal Options. The Initial Term of the Lease for the Premises may be extended for a total of three (3) successive periods of five (5) Lease Years each in accordance with the applicable provisions of the Lease.

2. Initial Term. The Initial Term of the Lease shall be for a period of fifteen (15) Lease Years beginning on the Commencement Date as those terms are defined in the Lease.

1. Premises. Landlord has leased to Tenant under a Lease dated as of November 8, 1995 (the "Lease") certain premises (the "Premises") to be located in a shopping center to be known as "Burbank Station" (the "Shopping Center") located in Burbank, Cook County, Illinois which Shopping Center is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof.

THIS MEMORANDUM OF LEASE ("Memorandum") is made by and between BABY SUPERSTORE, INC., a South Carolina corporation (the "Tenant"), and BURBANK JOINT VENTURE, a Michigan partnership (the "Landlord").

MEMORANDUM OF LEASE

DEPT-01 RECORDING \$27.50
W I T N E S S E T H:
\$1688 + JLV * -96 -193755
COOK COUNTY RECORDER

96193755

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7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

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

TENANT:

BABY SUPERSTORE, INC.

By: [Signature]
Its: President

(CORPORATE SEAL)

LANDLORD:

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BURBANK JOINT VENTURE

By: Big Beaver Development Corporation,
a Michigan corporation

(Vice) President

(CORPORATE SEAL)

By: Jupiter Burbank Limited
partnership, an Illinois limited
partnership

By: Jupiter Burbank, Inc., an
Illinois corporation, as
General Partner

By: [Signature]
(Vice) President

(CORPORATE SEAL)

In the presence of:

[Signature]

In the presence of:

[Signature]

In the presence of:

[Signature]

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Notary Public, Douglas County, Georgia
My Commission Expires April 26, 1998

My commission expires:

Notary Public
Douglas County, Georgia
[Signature]

[NOTARY SEAL]

On this 3rd day of October, 1995, before me appeared *[Signature]* to me personally known, who being duly sworn did say that she is *[Signature]* of BABY SUPERSTORE, INC., a South Carolina corporation, who executed the within and foregoing instrument and as *[Signature]* of said corporation by authority of the Board of Directors, acknowledged said instrument to be the free act and deed of said corporation.

STATE OF *[Signature]*
COUNTY OF *[Signature]*
SS.

[NOTARY SEAL]
"ALYN M. SCHWANKE"
Notary Public, State of Illinois
My Commission Expires Sept. 12, 1998

My commission expires:
Cook County, Illinois

Notary Public
[Signature]

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On this 10th day of November, 1995, before me appeared *[Signature]* to me personally known, who being duly sworn did say that he is *[Signature]* of JUPITER BURBANK, an Illinois corporation, General Partner of JUPITER BURBANK LIMITED PARTNERSHIP, an Illinois limited partnership, Partner of JUPITER BURBANK PARTNERSHIP, a Michigan partnership, who executed the within and foregoing instrument and as *[Signature]* of the General Partner of said limited partnership, partner of said partnership by authority of the Board of Directors, acknowledged said instrument to be the free act and deed of said corporation.

STATE OF ILLINOIS
COUNTY OF COOK
SS.

My commission expires:
RHONDA A WILSON
Notary Public, Wayne County, MI
Acting in Oakland County, MI
My Commission Expires April 29, 1997

Notary Public
Oakland County, Michigan
[Signature]

[NOTARY SEAL]

On this 2nd day of November, 1995, before me appeared to me personally known, who being duly sworn did say that he is *[Signature]* of BIG BEAVER DEVELOPMENT CORPORATION, a Michigan corporation, who executed the within and foregoing instrument and as *[Signature]* of said corporation by authority of the Board of Directors, acknowledged said instrument to be the free act and deed of said corporation.

STATE OF MICHIGAN
COUNTY OF OAKLAND
SS.

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SAE/13335/1657/5W3

Parcel 1: The west 265 feet (except the west 33 feet thereof) of the south 1/4 of the north 4/12 of the south 60 acres of the southeast 1/4 of Section 28, Township 38 North, Range 13 Principal Meridian, and also the west 265 feet of the south 1/3 of the north 3/12 of the south 60 acres of the east 1/2 of the southeast 1/4 of the north 33 feet of the west 130 feet (except the west 33 feet thereof) of the south 1/3 of the north 3/12 of the south 60 acres of the east 1/2 of the southeast 1/4 of Section 28, Township 38 North, Range 13 Principal Meridian, in Cook County, Illinois.

Also including the following two parcels

That part of the South 6/12 of the North 8/12 of the South 60 acres of the East 1/2 of the Southeast 1/4 of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian, lying North of the North Eight-of-way line of 78th Street, (except therefrom the West 33.0 feet taken for Lavigne Avenue) and (except the East 60.0 feet taken for Cicero Avenue), in Cook County, Illinois and containing 26.62 acres, more or less.

LEGAL DESCRIPTION OF THE SHOPPING CENTER

EXHIBIT A

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EXHIBIT II

REAL ESTATE TAX BILL SCHEDULE - 1994 COOK COUNTY COLLECTOR

Page 1 of 2

| PIN | TOTAL 1994 BILL | SECOND INSTALLMENT |
|--------------------|-----------------|--------------------|
| 19-28-401-030-0000 | \$ 14,786.95 | 11,161.98 |
| 19-28-401-059-0000 | \$ 100,891.17 | 64,125.92 |
| 19-28-401-060-0000 | \$ 136,325.34 | 134,618.33 |
| 19-28-412-001-0000 | \$ 1,544.00 | 1,135.88 |
| 19-28-412-007-0000 | \$ 205,618.87 | 165,503.99 |
| 19-28-412-012-0000 | \$ 16,843.97 | 16,548.11 |
| 19-28-412-013-0000 | \$ 10,656.57 | 10,314.16 |
| 19-28-412-014-0000 | \$ 7,486.61 | 2,647.80 |
| 19-28-412-015-0000 | \$ 8,287.20 | 7,650.81 |
| 19-28-412-016-0000 | \$ 8,286.24 | 7,649.85 |
| 19-28-412-022-0000 | \$ 1,605.15 | 811.42 |
| 19-28-412-023-0000 | \$ 4,074.47 | 3,280.74 |
| 19-28-412-024-0000 | \$ 6,744.46 | 5,789.80 |
| 19-28-412-026-0000 | \$ 5,359.53 | 4,145.48 |
| 19-28-412-027-0000 | \$ 19,995.26 | 18,771.21 |
| 19-28-412-028-0000 | \$ 19,995.26 | 18,771.21 |
| 19-28-412-029-0000 | \$ 11,918.58 | 10,684.64 |
| 19-28-412-030-0000 | \$ 5,912.74 | 4,570.56 |
| 19-28-412-031-0000 | \$ 64,924.06 | 63,033.09 |
| 19-28-412-032-0000 | \$ 151,186.92 | 126,689.08 |
| 19-28-412-033-0000 | \$ 20,212.97 | 18,458.52 |
| 19-28-413-001-0000 | \$ 17,336.88 | 16,590.39 |
| 19-28-413-002-0000 | \$ 10,777.90 | 10,141.51 |
| 19-28-413-003-0000 | \$ 7,601.95 | 6,965.56 |
| 19-28-413-004-0000 | \$ 8,550.68 | 7,914.29 |
| 19-28-413-005-0000 | \$ 8,550.68 | 7,914.29 |
| 19-28-413-010-0000 | \$ 1,604.09 | 867.40 |
| 19-28-413-011-0000 | \$ 1,383.09 | 746.70 |
| 19-28-413-012-0000 | \$ 1,383.09 | 746.70 |
| 19-28-413-013-0000 | \$ 1,383.09 | 746.70 |
| 19-28-413-014-0000 | \$ 1,519.23 | 882.84 |

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**REAL ESTATE TAX BILL SCHEDULE - 1994
COOK COUNTY COLLECTOR**

Page 2 of 2

| | | | |
|--------------------|----|-------------------|----------------------|
| 19-28-414-001-0000 | \$ | 4,805.17 | 4,071.80 |
| 19-28-414-002-0000 | \$ | 4,813.23 | 4,270.91 |
| 19-28-414-003-0000 | \$ | 1,383.09 | 746.70 |
| 19-28-414-004-0000 | \$ | 1,383.09 | 746.70 |
| 19-28-414-005-0000 | \$ | 1,519.23 | 882.84 |
| 19-28-414-010-0000 | \$ | 17,258.98 | 16,533.03 |
| 19-28-414-011-0000 | \$ | 13,751.92 | 13,115.53 |
| 19-28-414-012-0000 | \$ | 1,383.09 | 746.70 |
| 19-28-414-013-0000 | \$ | 1,519.23 | 882.84 |
| 19-28-414-014-0000 | \$ | 1,383.09 | 746.70 |
| 19-28-415-001-0000 | \$ | 13,220.16 | 13,220.16 |
| 19-28-415-002-0000 | \$ | 7,073.74 | 7,073.74 |
| 19-28-415-003-0000 | \$ | 1,312.24 | 1,312.24 |
| 19-28-415-004-0000 | \$ | 1,450.40 | 1,450.40 |
| 19-28-415-005-0000 | \$ | 1,312.24 | 1,312.24 |
| 19-28-415-010-0000 | \$ | 1,149.34 | 1,149.34 |
| 19-28-415-011-0000 | \$ | 906.00 | 906.00 |
| 19-28-415-012-0000 | \$ | 974.51 | 974.51 |
| 19-28-415-013-0000 | \$ | 974.51 | 974.51 |
| 19-28-415-014-0000 | \$ | 1,112.77 | 1,112.77 |
| 19-28-415-015-0000 | \$ | 974.51 | 974.51 |
| 19-28-415-020-0000 | \$ | 1,660.61 | 851.16 |
| 19-28-415-021-0000 | \$ | 1,354.88 | 120.03 |
| 54 TOTAL | \$ | 965,194.04 | \$ 824,054.28 |

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