

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$0.50  
T40019 TRAN 4946 02/02/97 14:09:00  
4296 FER \*97-310219  
COOK COUNTY RECORDER

DEPT-01 RECORDING \$27.00  
T40012 TRAN 4946 05/02/97 14:03:00  
4285 FER \*97-310219  
COOK COUNTY RECORDER

## MEMORANDUM OF LEASE

This Memorandum of Lease dated this 9<sup>th</sup> day of Feb, 1997, by and between SCHARRINGTON SQUARE LIMITED PARTNERSHIP, an Illinois limited partnership ("Landlord") whose address is CB Commercial Real Estate Group, Inc., Attn: Property Manager, 6133 North River Road, Suite 500, Rosemont, Illinois 60018, and SAINT LOUIS BREAD COMPANY, INC. a Delaware corporation ("Tenant") whose principal place of business is c/o Az Bon Pain Co., Inc., 19 Fid Kennedy Avenue, Boston, Massachusetts 02210-2497.

## WITNESSETH

That by that certain Lease ("Lease") made as of 2-4-97, Landlord has demised and leased to Tenant and Tenant has leased from Landlord, a certain portion of Scharrington Square Shopping Center ("Shopping Center"), said Shopping Center in the City of Schaumburg, Illinois, said Shopping Center legally described in Exhibit "A" attached hereto and made a part hereof, and all appurtenants thereto.

That said Lease contains, inter alia, the following terms and conditions:

1. Term. The initial Term of the Lease is ten (10) full lease years from the Commencement Date (as defined in the Lease).
2. Option to Extend. Landlord has granted to Tenant the option to extend the term of the Lease at the expiration of the original Term for successive periods aggregating ten (10) full lease years, provided Tenant is not then in default of any of the terms and conditions of the Lease.
3. Rent. The Rent to be paid by Tenant to Landlord is as set forth in the Lease.
4. Subordination. The Lease provides that the Lease and Tenant's tenancy thereunder is subject and subordinate at all times to the lien of any mortgage or deed of trust placed upon the interest of the Landlord in the Demised Premises.
5. Liens. The Lease provides that Tenant shall, prior to the commencement of any work or the provisions of any materials, notify all persons who may claim by, through, under or against Tenant that Tenant has no right, power or authority to subject the right, title and interest of Landlord to any claim regarding any such lien or liens. Tenant shall give notice to any person dealing with Tenant that such person should look exclusively to Tenant for the payment of any and all costs, expenses, charges, fees or otherwise incurred in improving, maintaining or repairing the Demised Premises in any manner whatsoever.
6. The remaining obligations and rights of Landlord and Tenant are as set forth in the Lease. This instrument is merely a Memorandum of the Lease and is recorded to give notice of the existence of the tenancy created by the Lease, and is subject to all of the Lease terms, conditions and provisions. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of this Lease shall prevail as between the parties. This Memorandum is binding upon and shall inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.

Prepared by:

Henry R. Roude, Esq.  
Hagan & Associates  
Suite 4322  
200 East Randolph Drive  
Chicago, Illinois 60601

Please Return to: R. Lucchesi  
Ticor Title Insurance  
203 N. LaSalle, Ste. 1400  
Chicago, IL 60601-1297  
RE: N-6365-10

ST. LOUIS EXE  
January 10, 1997

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

LANDLORD:

SCHARRINGTON SQUARE LIMITED PARTNERSHIP,  
an Illinois limited partnership

By: Scharrington Square PT Realty Corporation,  
an Delaware corporation  
Its: General Partner

RS

By: Roland Siegl  
Its: Vice President  
Name: Roland Siegl

Date of Execution: 2/9/97

ATTEST:

TENANT:

SAINT LOUIS BREAD COMPANY, INC. a Delaware corporation

By: Thomas R. Huel  
Its: President  
Name: Thomas R. Huel

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

Date of Execution: 1/15/97

Property of Cook County Clerk's Office

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STATE OF CONNECTICUT )  
 )  
COUNTY OF Fairfield ) SS.

I, Corinne Basta, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roland Siegl, Vice President of Scharrington Square PT Realty Corporation, a Delaware corporation, the sole general partner of Scharrington Square Limited Partnership, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Memorandum of Lease, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 10<sup>th</sup> day of FEBRUARY, 1997.

CORINNE BASTA  
NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG. 31, 2000

Corinne Basta  
Notary Public

My Commission Expires: 8 31 00

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS.

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ the \_\_\_\_\_ President of Saint Louis Bread Company, inc., and \_\_\_\_\_ the \_\_\_\_\_ of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Memorandum of Lease, on behalf of the corporation and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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## EXHIBIT 'A'

### LEGAL DESCRIPTION

#### PARCEL 1

LOT 1 AND OUTLOTS 1 AND 2 OF SCHARRINGTON SQUARE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1988 AS DOCUMENT NO. 89598266.

#### PARCEL 2

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR DRAINAGE AND DETENTION OF SURFACE WATER, AS CREATED AND DEFINED IN DECLARATION OF COVENANTS RECORDED DECEMBER 30, 1987 AS DOCUMENT NO. 87680644 ON, OVER AND ACROSS THE FOLLOWING DESCRIBED PREMISES, TO WIT:

OUT LOT 'A' IN HEATHERWOOD ESTATES PHASE 1, BEING A SUBDIVISION IN PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 9, 1989 AS DOCUMENT NO. 89205898, IN COOK COUNTY, ILLINOIS.

Address: Southeast corner of Schaumburg and Barrington Roads, Schaumburg, IL

PIN: 07-19-300-005  
07-19-300-006  
07-19-300-007  
07-19-300-008

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