

EXHIBIT "A-1"

LEGAL DESCRIPTION OF THE SHOPPING CENTER

PARCEL I

The south 107 feet of the North 140 feet of the Northeast Quarter of the Southeast Quarter of Section 7, lying East of the Easterly line of the West 300 feet thereof, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, excepting therefrom that part taken for Ridgeland Avenue, containing 2.2099 acres more or less.

PARCEL II

That part of the East Half of the Southeast Quarter of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at the intersection of the South line of the North 140 feet of said Southeast Quarter and the West line of Ridgeland Avenue, as dedicated, said line being 50 feet West of and parallel with the East line of said Southeast Quarter; thence South 0°09'09" East 339.87 feet; thence South 30°19'46" West 495.93 feet; thence South 39°40'14" East 199.23 feet to the Northwesternly line of the Southwest Highway as dedicated; thence South 30°19'46" West 434.95 feet along last said Northwesternly line to the Northeastly line of the Baltimore and Ohio Chicago Transfer Railroad Company's right-of-way; thence North 32°33'47" West 731.89 feet along last said Northeastly line; thence South 63°32'41" East 183.60 feet; thence North 30°19'46" East 94.38 feet to a line 150 feet East of and parallel to the West line of said East Half of the Southeast Quarter; thence North 0°01'46" West 880.04 feet along last said East line to the South line of the North 140 feet of the said Southeast Quarter; thence North 89°49'54" East 930.73 feet to the place of beginning, all in Cook County, Illinois. Containing 21.9295 acres, more or less.

PERMANENT TAX NUMBERS

- 24-07-401-011, 24-07-401-019, 24-07-401-020, 24-07-401-025,
- 24-07-401-026, 24-07-401-029, 24-07-401-030, 24-07-401-031,
- 24-07-401-032, 24-07-401-033, 24-07-401-034, 24-07-401-035,
- 24-07-401-036, 24-07-401-037, 24-07-401-038, 24-07-401-039,
- 24-07-401-040, 24-07-401-041, 24-07-401-042, 24-07-401-043,
- 24-07-401-044, 24-07-401-045, 24-07-401-046, 24-07-401-047,
- 24-07-401-048, 24-07-401-049, 24-07-401-050, 24-07-401-051,
- 24-07-401-052 AND 24-07-401-053

24-07-401-017; 24-07-401-027, 24-07-401-028

Prepared by/Mail to:

Martin I. Becker  
Marder, Becker & Baizer  
600 Central Avenue  
Highland Park, IL 60035

lease.sf

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## SHORT FORM LEASE FOR RECORDING

### NOTICE OF LEASE

DATE: FEBRUARY 19, 1987

Notice is hereby given of the following described Indenture of Lease (the "Lease"):

#### PARTIES TO LEASE:

##### Landlord:

LaSalle National Bank, not personally  
but as Trustee under Trust Agreement  
dated June 26, 1984 and known as Trust  
No. 108573

##### Mailing Address:

c/o The Tucker Companies  
40 Sackie Boulevard  
Northbrook, IL 60062

##### Tenant:

Phar-Mor, Inc.

##### Mailing Address:

20 Federal Plaza West  
P.O. Box 400  
Youngstown, OH 44501

##### DATE OF LEASE:

February 11, 1987

##### DATE OF EXECUTION OF

##### LEASE BY LANDLORD:

February 17, 1987

##### DATE OF EXECUTION OF

##### LEASE BY TENANT:

February 27, 1987

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1-2288 Description of prop. of #145453 145459, 145461, 145465, 145467, 145471, 145474  
71-17-104 D.3

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## PREMISES

The premises demised by the Lease (the "Demised Premises") consist of approximately 45,000 square feet of ground floor area, such Demised Premises being a portion of the building which is part of the shopping center (the "Shopping Center") located on Ridgeland Avenue and 99th Street in the City of Chicago Ridge, County of Cook, State of Illinois, together with any and all easements, rights, privileges and appurtenances granted to Tenant pursuant to the Lease, or otherwise appurtenant to the Demised Premises or the land on which the Demised Premises are located. The boundaries of the Shopping Center are set forth in the Legal Description annexed hereto as Exhibit "A-1".

## TERM

The Lease stipulates a term continuing until the last day of December following the fifteenth (15th) calendar year after the calendar year in which the Commencement Date occurs unless said term shall be earlier terminated, or extended, as provided in the Lease. Subject to the provisions set forth in the Lease, the term of the Lease shall commence, and the rent thereunder shall commence to accrue on the earlier to occur of the following:

- (i) the expiration of ninety (90) days after the Delivery Date (as defined in the Lease); or
- (ii) the date that Tenant shall first open for business to the public in the Demised Premises.

The parties hereto have agreed, upon demand of either Landlord or Tenant, to execute a written declaration in recordable form, expediting the commencement date of the Term of the Lease when such date has been determined.

If the Lease is still in full force and effect, Tenant shall have three (3) successive options of extension, the first option period to be five (5) years and the next two option periods to be five (5) years each, provided written notice of the election of such option(s) shall be sent by Tenant to Landlord not less than twelve (12) months prior to the expiration of the then current term (initial or extended). If said option(s) are duly exercised, the term of the Lease shall be automatically extended for the period of the next ensuing option, without the requirement of any further instrument, upon all of the terms, provisions and conditions set forth therein.

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## PROHIBITED USES

Landlord has agreed that no more than 5,000 square feet of space in the Shopping Center shall be used for any non-retail purposes (offices, storage, repairs and alterations incidental to retailing, barber shops, beauty salons, banks and small loan offices are not deemed non-retail for this purpose) and that no premises in the Shopping Center or on any land contiguous to the Shopping Center owned or controlled by Landlord shall be used for the following "Prohibited Uses": entertainment purposes such as a cinema or theater except in a location shown on Exhibit B of the Lease, skating rink, bowling alley, tavern or bar, except as part of a restaurant and located at least 250 feet away from any part of the Premises, discotheque, dance hall, night club, amusement park or gallery, billiard parlor or pool room, gymnasium, massage parlor, adult book store, car wash, carnival, meeting hall, sporting events or facility, auditorium, manufacturing, factory, industrial, new or used car agency (except that new cars may be sold and displayed in a showroom in the Shopping Center provided service and delivery is located off the Shopping Center), warehouse, trailers or mobile homes, flea market, off-track betting operation, pornographic material, or any other purpose which is inconsistent with the use of the Shopping Center as a community-oriented retail shopping center. Further, no video tape store or video game room will be located within two hundred (200) feet of the Demised Premises (other than as may be operated by Tenant). A health spa is permitted only if located more than two hundred (200) feet from the Premises and only if less than 10,000 square feet in area.

## EXCLUSIVE

Tenant has been granted the sole and exclusive privilege in the Shopping Center for the operation of a pharmacy, drugstore or health and beauty aids store; provided, however, that nothing contained in the Lease shall prevent any other tenant in the Shopping Center from selling health and beauty aids as an incidental part of its retail operation so long as the total number of square feet devoted to the sale of such products does not exceed the lesser of (a) five percent (5%) of the total square feet of building area leased by such Tenant; or (b) Five Hundred (500) square feet (including one-half [1/2] of the aisle space adjacent to any display area). There is excluded from the foregoing area restrictions for the sale of health and beauty aids the rights of

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Marshall's and T.J. Maxx pursuant to their respective leases. Further the sole and exclusive privilege granted to Tenant above is applicable to Marshall's and T.J. Maxx only so long as Tenant operates a pharmacy, drug store and/or health or beauty aids store; Tenant shall be deemed to be operating a pharmacy, drug store and/or health or beauty aids store until such time as it ceases such operation for a period of one hundred eighty (180) or more consecutive days, except for periods of remodeling and subject to Articles 21, 22 and 40 of the Lease.

Landlord has covenanted that it will not lease or permit any subtenant or assignee of another tenant in the Shopping Center to lease or assign, or use any part of the Shopping Center for the uses exclusively granted to Tenant. Landlord shall not suffer or permit the use of any portion of the Shopping Center (including that portion identified on Exhibit B of the Lease as Phase II, whether or not Phase II is included in the term Shopping Center as defined in Article I(c) of the Lease) in violation of the aforesaid exclusive privilege.

The rental for the Demised Premises and all other terms and conditions are set forth in the Lease, and this Notice of Lease is subject to all the covenants, conditions and terms set forth in the Lease, which is incorporated herein and made a part hereof by reference, to the same extent as if all of the terms, covenants and conditions thereof were set forth in full herein.

WITNESS the execution hereof, under seal, as of the date above written, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes.

Attests

Deborah Collins  
Assistant Secretary

LaSalle National Bank, not personally,  
but as Trustee as aforesaid

WITNESS: \_\_\_\_\_

By: [Signature]

Its: \_\_\_\_\_

Landlord

PHAR-MOR, INC.

WITNESS: [Signature]

By: [Signature]

Richard H. Nimitz  
Its: Vice President

Tenant

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CSJ

TENANT ACKNOWLEDGMENT

STATE OF Pennsylvania  
COUNTY OF Allegheny } SS

On this day, before me, personally appeared Richard H Nimitz who, being by me duly sworn, did say that he is Vice President of Phar-Mor, Inc.; that he knows the seal of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and said Richard H Nimitz acknowledged said instrument to be the free act and deed of said corporation.

Josephine L. McCarroll  
Notary Public

My Commission Expires:

\_\_\_\_\_

LANDLORD'S ACKNOWLEDGEMENT

STATE OF Ill  
COUNTY OF Cook } SS

I, Victor S. Collins a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH W. LANG, Vice President of LASALLE NATIONAL BANK, and Robert W. Collins, Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant 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 said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he/she as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of Oct, 1987.

Victor S. Collins  
Notary Public

My Commission Expires:  
5-22-88

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Handwritten signatures and notes at bottom left.

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