

Chicago Title Insurance Company

5

RETURN RECORDED DOCUMENT TO:

99030265

WALGREEN CO.
200 Wilmot Road, Dept. #2252
Deerfield, Illinois 60015
Attn. Mary Butler

This Instrument Prepared by:
David L. Grobart
200 Wilmot Road
Deerfield, Illinois 60015

LAKE COUNTY
FILED FOR RECORD

99 APR -9 AM 9:48

FILED
MORRIS W. CARTER
RECORDER

APR 08 1999

PETER BENJAMIN
LAKE COUNTY AUDITOR

R 68635

Document is
NOT OFFICIAL!

MEMORANDUM OF LEASE

By this Memorandum of Lease made the 22nd day of March, 1999, between ALABAMA HAMMOND, L.L.C., an Indiana limited liability company, hereinafter called "Landlord," and WALGREEN CO., an Illinois corporation, hereinafter called "Tenant";

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the term commencing on November 1, 1998 and continuing thereafter until February 28, 2056, subject to prior termination as hereinafter provided, the Parking Area and land located in the City of Hammond, State of Indiana, to include not less than approximately 72 feet of frontage facing Alabama Avenue and not less than 120 feet of depth being a rectangularly shaped area containing 8,640 square feet, hereinafter referred to as the "Leased Premises," adjacent to the one story building owned by Landlord's affiliate, Lake County Trust Company, as Trustee under a Trust Agreement dated October 27, 1994 and known as Trust No. 4595, and leased to Tenant under the "Adjacent Parcel Lease" referenced in the Lease, together with all improvements, appurtenances, easements and privileges belonging thereto, all as shown outlined in red on the plan attached hereto and made a part hereof as Exhibit "A," and as legally described on Exhibit "B" attached hereto and made a part hereof.

Provisions for additional rent and the other terms, covenants and conditions of said letting, including the options on the part of Tenant for prior termination, are set forth at length in the Lease, and all of said provisions, terms, covenants and conditions are, by reference hereto, hereby incorporated in and made a part of this Memorandum of Lease.

This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land. This instrument shall not become binding upon the parties until it shall have been executed and delivered by both Landlord and Tenant.

CTIC Has made an accomodation recording of the instrument. We Have made no examination of the instrument or the land affected.

000576

1700
at
su

This Memorandum of Lease is made and executed by the parties hereto for the purpose of recording the same in the office of the public records of Lake County, Indiana, and is subject in each and every respect, to the rents and other terms, covenants and conditions of the Lease and this Memorandum of Lease is executed and delivered with the understanding and agreement that the same shall not in any manner or form whatsoever, alter, modify or vary the rents and other terms, covenants and conditions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, under seal, as of the day and year first above written.

TENANT:

WALGREEN CO.

By *Allan M. Resnick*
Vice President
RB
mk

LANDLORD:

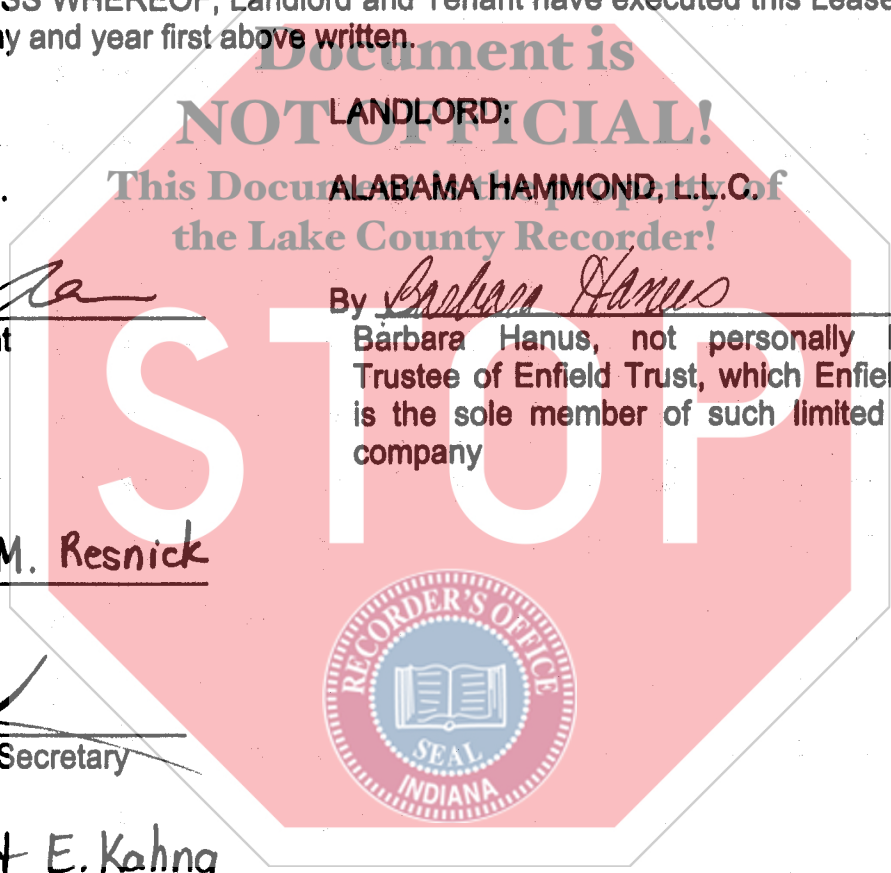
ALABAMA HAMMOND, L.L.C.

By *Barbara Hanus*
Barbara Hanus, not personally but as Trustee of Enfield Trust, which Enfield Trust is the sole member of such limited liability company

Print Name Allan M. Resnick

Attest: *[Signature]*
Assistant Secretary

Print Name Robert E. Kahng



2

EXHIBIT "B"

PARCEL 1:

LOT 1, VAN GORP'S ADDITION, BEING A RESUBDIVISION OF LOT 14 OF JOHN L. HESS' ADDITION TO THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 23, PAGE 3, IN LAKE COUNTY, INDIANA.

PARCEL 2:

LOT 13, JOHN L. HESS ADDITION TO HAMMOND, INDIANA, AS SHOWN IN PLAT BOOK 21, PAGE 46, IN LAKE COUNTY, INDIANA.

