LAKE COUNTY FILED FOR FIECOR

RETURN RECORDED DOCUMENT TO 3 0 2 6 5

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 99 APR -9 AM 9: 48
ABAIS L. CARTER
RECORDER

APR 08 1989

PETER BENJAMIN LAKE COUNTY AUDITOR

R 68635

## MEMORANDUM OF LEASE A T

By this Memorandum of Lease made the Z2nd day of Marc, 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 accommodation recording of the instrument. We Have made no examination of the instrument or the land affected.

000576



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.

This Docural ABAMA HAMMOND, L.L. C. f

the Lake County Recorder!

Vice President

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

**Print** 

Name Allan M. Resnick

Attest:

Assistant Secretary

Print

Robert E. Kahng



STATE OF Planows  (SS)  COUNTY OF Cool )
COUNTY OF Cook )
I, Thomas H. Rage, a Notary Public, do hereby certify that Barbar
Hanus, personally known to me to be the Trustee of Enfield Trust, an Illinois trust, in it capacity as the sole member of Alabama Hammond, L.L.C., an Indiana limited liability
company, and personally known to me to be the same person whose name i
subscribed to the foregoing instrument, appeared before me this day in person an severally acknowledged that as such Trustee, and for such trust as such sole members.
of such limited liability company, she signed and delivered the said instrument as he
free and voluntary act, and as the free and voluntary act and deed of said trust for such
limited liability company, for the uses and purposes therein set forth.
Given under my hand and notarial seal, this 16 day of 1 Carch, 1999.
My commission expires:  My commission expires:
Notary Public
STATE OF ILLINOIS)  STATE OF ILLINOIS  OFFICIAL SEAL  THOMAS H PAGE  THOMAS H PAGE  STATE OF ILLINOIS
COUNTY OF LAKE )
I, Wrubed (EVA), a Notary Public, do hereby certify that
to be the Vice President and Assistant Secretary of WALGREEN CO., and personally
known to me to be the same persons whose names are subscribed to the foregoing
instrument, appeared before me this day in person and severally acknowledged that a
such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and cause
the corporate seal of said corporation to be affixed thereto, pursuant to authority, give
by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes thereis set forth.
Given under my hand and notarial seal, this 27nd day of March 1999

THP250L

My commission expires:

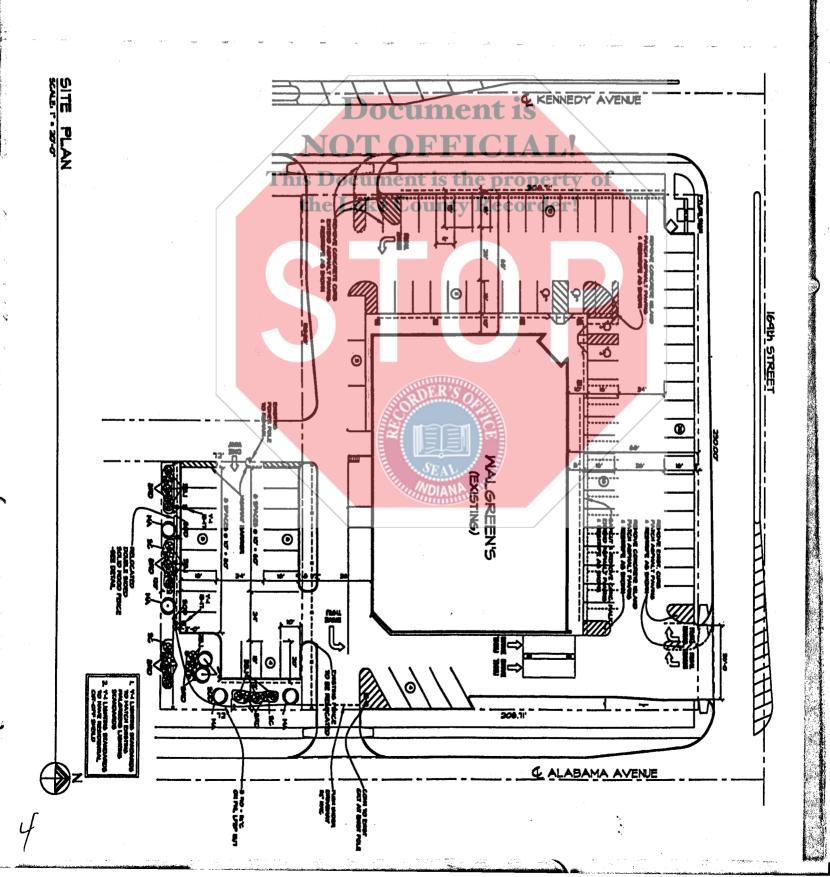
"OFFICIAL SEAL"

KIMBERLY K. EVANS

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 12/26/2001

EXHIBIT "A"



## 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.

This Document is the property of the Lake County Recorder!

