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2002-04-04 11:34:41

Cook County Recorder

33.50

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum"), dated as of the 30<sup>th</sup> day of November 2001, is made by and among LaSalle Bank National Association, not personally but as Trustee under Trust Agreement dated February 2, 2001, and known as Trust No.127199 ("Landlord"), and La Lomriz, Inc. an Illinois corporation ("Tenant");



R E C I T A L S

A. Landlord is the fee simple title owner of that certain parcel of property commonly known as 500 North LaSalle Street, Chicago, Illinois, legally described on Exhibit A attached hereto and made a part hereof (the "Premises").

B. Landlord and Tenant have entered into that certain Lease Agreement dated as of November 30, 2001 (the "Lease"), pursuant to which Landlord has agreed to lease to Tenant the Premises upon the terms and conditions set forth in the Lease.

C. Landlord and Tenant desire to set forth certain terms and provisions contained in the Lease in this Memorandum for recording purposes.

NOW, THEREFORE, for and in consideration of the rents reserved and the covenants and conditions set forth in the Lease, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. Definitions. Capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed to them in the Lease.

2. Grant of Lease. Pursuant to the Lease between Landlord and Tenant dated November 30, 2001 (the "Lease"), Landlord demised and leased to Tenant and Tenant leased from Landlord the Premises upon the terms and conditions set forth in the Lease.

3. Commencement Date. The Commencement Date of the Term is December 1, 2001.

4. Expiration Date. The Term of the Lease shall expire, unless sooner terminated or unless renewed as provided therein, on November 30, 2011.

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5. Rent. The Rent due and payable from Tenant to Landlord for the Term of the Lease and any renewal term shall be determined and shall be payable pursuant to the terms and provisions of the Lease.

6. Options to Renew. Tenant shall have two (2) consecutive options to renew the Term of the Lease for terms of five (5) years each, subject to and on such terms and conditions set forth in the Lease.

7. Right of First Refusal. Tenant shall have a right of first refusal to purchase the Premises in accordance with the terms of the Lease in the event Landlord seeks to sell the Premises or receives an offer to purchase the Premises which is acceptable to Landlord.

8. Option to Purchase. Tenant shall have an option to purchase the Premises in accordance with the terms of the Lease.

9. Exculpation of Landlord. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that this Memorandum is being executed by LaSalle Bank National Association, not personally but as Trustee under Trust Agreement dated February 2, 2001, and known as Trust No. 127199.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first written above.

LANDLORD:

La Salle Bank National Association, not personally but as Trustee under Trust Agreement dated February 2, 2001, and known as Trust No. 127199

By: Peter Eduardo

Title: TRUST OFFICER

ATTEST:

Attestation not required by LaSalle Bank National Association Bylaws  
By: \_\_\_\_\_

Title: \_\_\_\_\_

TENANT:

La Lombriz, Inc., an Illinois corporation

By: Rene Roman

Title: President

ATTEST:

By: Jesus Castaneda

Title: Secretary

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THIS INSTRUMENT PREPARED BY  
AND RETURN AFTER RECORDING TO:

Robert M. Wigoda  
WIGODA & WIGODA  
444 North Michigan Avenue  
26<sup>th</sup> Floor  
Chicago, Illinois 60611

  
Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Robert M. Wigoda a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Rene Roman, personally known to me to be the President of La Lombriz, Inc., an Illinois corporation of the State of Illinois, and Jesus Castaneda, personally known to me to be the Secretary of said Corporation, whose names are subscribed to the within Instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said Instrument of writing as President and Secretary of said Corporation to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 30<sup>th</sup> day of November, A.D., 2001.

*Robert M. Wigoda*  
\_\_\_\_\_  
Notary Public

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

OFFICIAL SEAL  
ROBERT M. WIGODA  
Notary Public State of Illinois  
My Commission Expires 11/30/02

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

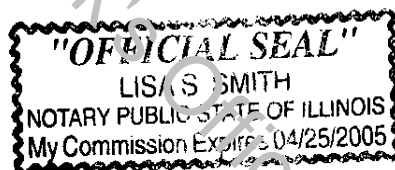
I, \_\_\_\_\_, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **RETA A. EDWARDS**, personally known to me to be the **TRUST OFFICER** President of ~~LaSalle Bank National Association~~, known to me to be acting not personally but as Trustee under Trust Agreement dated February 2, ~~19~~ 2001 and known as Trust No. 187199 and \_\_\_\_\_, personally known to me to be the Secretary of said Bank/Trust Company, are subscribed to the foregoing instrument as such **TRUST OFFICER** President and \_\_\_\_\_ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank/Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and said \_\_\_\_\_ Secretary then and there acknowledged that (s)he, as custodian of the corporate seal of said Bank/Trust Company, did affix the corporate seal of said Bank/Trust Company to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank/Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this <sup>18th</sup> ~~30th~~ day of ~~November~~, A.D., ~~2001~~.  
MARCH, 2002

Lisa S Smith  
Notary Public

My Commission Expires:

\_\_\_\_\_



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EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL 1:

SUB-LOTS 5, 6, 7 AND 8 (EXCEPT THE EAST 20 FEET OF SAID LOTS AND EXCEPT THE WEST 27.3 FEET OF THAT PART OF SAID LOTS 5, 6, AND 7 LYING NORTH OF A LINE 52 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 5) IN ASSESSOR'S DIVISION OF LOTS 1, 2, 4, 5 AND 6 IN BLOCK 12 IN WOLCOTT'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 3 (EXCEPT THE NORTH 52 FEET THEREOF) IN BLOCK 12 IN WOLCOTT'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 500 North LaSalle Street, Chicago, Illinois

PIN NUMBER(S): 17-09-245-014-0000