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Cook County Recorder

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This document was prepared by and should be returned to:
Gary Segal, Esq.
Schwartz, Cooper, Greenberger & Krauss, Chtd.
180 N. LaSalle, Suite 2700
Chicago, Illinois 60601

1000 Party



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MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum") is made and entered into as of the 2 day of April, 2002, by and between LASALLE BANK NATIONAL ASSOCIATION, not personally but as Trustee 11/1/2 March 1, 1978 and known as Trust No. 54014 ("Landlord") and CONTINENTAL ELECTRICAL CONSTRUCTION COMPANY LLC, an Illinois limited liability company ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant executed and entered into a Lease, dated as of January 1, 2003 (the "Lease") for premises commonly known as 5834 and 5900 West Howard, Skokie, Illinois (the "Premises") and who legal description is attached as Exhibit A.

WHEREAS, Landlord and Tenant desire to execute this Menurandum of Lease to provide record notice of certain terms and provisions contained in the Lease, which shall be recorded with the Cook County Recorder's Office.

NOW, THEREFORE, the parties hereto do hereby certify and agree:

- 1. Recitals. The foregoing recitals are hereby incorporated into the Memorandum by this reference as if such recitals were set forth at length herein.
- 2. Grant and Lease. Pursuant to the Lease, Landlord has demised and leased to Tenant and Tenant has leased from Landlord the Premises upon the terms and conditions set forth herein and in the Lease.
- 3. <u>Term.</u> The term of the Lease is for an initial period of five (5) years. The lease term commenced on January 1, 2003.

- Lease Controls Memorandum. This Memorandum shall not be deemed to 4. amend or modify any of the terms of the Lease. The rights and obligations of the parties hereto shall be construed solely by reference to the provisions of the Lease, and in the event of any conflict between the provisions of the Lease and those of this Memorandum, the provisions of the Lease shall control.
- Counterparts. The Memorandum may be executed in counterparts, which, when integrated, shall constitute one original of the Memorandum.
- Governing Law. This Memorandum and the Lease are governed by the laws of 6. the state where the Premises are located and the laws of that shall govern its interpretation and effect.

[SIGNATURES ARE ON THE FOLLOWING PAGES.]

This document was prepared by and should be returned to:

Gary P. Segal, Esq.

Schwartz, Cooper, Greenberger & Krauss, Chtd. County Clark's Office

180 N. LaSalle, Suite 2700

Chicago, Illinois 60601

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

This instrument is executed by LASALLE BANK National Association, not personally but coisty as Tribbia, as aforecald, in the exercise of the power

and authoraly conformal open and vested in it as such Trustee. All the terms, provisions, etipilating to provide and conditions to be performed by LACALLE ("Anth ic., 10.1140 code. Ion are undertaken by it solety as Trustee, as a teneral undertaken by it solety as Trustee,

on information and board and are to be construde accordingly, and no personal liability shall be assume for be enforceable against LASALLE BANK

National Association by season of any of the terms, previsions, slipulations coverants and a strements contained in this instrument

LANDLORD:

LASALLE BANK NATIONAL ASSOCIATION, not personally, but solely as Trustee u/t/a dated March 1, 1978 and known as Trust No. 54014

By: Its:

TENANT:

anton, of any contains.

By:

Contains

Office

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STATE OF ILLINOIS)
) SS: COUNTY OF COOK)
I HEREBY CERTIFY that on this day of April , 2003, before me the undersigned officer, personally appeared represent the undersigned of the undersigned of the person whose name is subscribed to the within instrument an acknowledged that (s)he executed the same for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.
Muse m. Hohse
My Commission expires: "CFFICIAL SEAL" Theres. M. Lohse Notary Public. State of Illinois My Commission Lypies July 9, 2004

30465250

STATE OF ILLINOIS SS: **COUNTY OF COOK** I HEREBY CERTIFY that on this 28th day of March, 2003, before me, the undersigned officer, personally appeared, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal. My Commission expires: -Oot County Clert's Office

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EXHIBIT A LEGAL DESCRIPTION OF REAL ESTATE

Parcel 1: That part of Lot 4 in Carl Schnur's Subdivision of part of the Northeast 1/4 and part of the Northwest 1/4 of Section 29, Township 41 North, Range 13, East of the Third Principal Meridian, which lies East of the West line of said Northeast 1/4 of Section 29 described as follows: Commencing at a point on the South line of said Lot 4; 117 feet West of the Southeast corner of said Lot 4; thence West along the South line of said Lot 4, 132 feet; thence North on a line parallel with and 249 feet West of the East line of said Lot 4, 270.15 feet to the Southerly line of Gross Point Road, thence Northeasterly along the Southerly line of Gross Point Road 157.47 feet to a point 117 feet West of the East line of Lot 4 measured at right angles to said East line of Lot 4; thence South on a line parallel with and 117 feet West of the East line of said Lot 4, 354.09 feet to the point of beginning, excepting therefrom that part lying South of the North the of Howard Street as dedicated per document 21361705 recorded January 8, 1971.

Parcel 2: That part of 1 of 1 of 1 of 1 of 2 of Carl Schnur's Subdivision of part of the Northeast 1/4 and part of the Northwest 1/4 of Section 29. Township 41 North, Range 13, East of the Third Principal Meridian, which lies East of the West line of said Northeast 1/4 of Section 29, described as follows: Commencing at a point on the South line of said Lot 1/4, 249 feet West of the Southeast corner of said Lot 4; thence North on a line parallel to and 249 feet West of the East line of said Lot 4, 270.15 feet to the Southerly line of Gross Point Road; thence Southwesterly along the Southerly line of said Gross Point Road, 118.10 feet to a point which is 99 feet West measured at right angles with the first described course; thence South on a line parallel to and 99 feet West of the first described course 207.18 feet to the South line of said Lot 4; thence East along South line of said Lot 4, 99 feet to the point of beginning, excepting therefrom that part lying South of North line of Howard Street as Jedicated per documents no. 21361705, recorded January 8, 1971.

Parcel 3: That part of Lot 4 of Carl Schnur's Subdivision of part of the Northeast 1/4 and part of the Northwest 1/4 of Section 29, Township 41 North, Range 13, East of the Third Principal Meridian described as follows: Commencing at the point of intersection of the Southeasterly line of Gross Point Road and a line drawn 40 feet North and parallel to the South line of said Lot 4; thence Northeasterly along the Southeasterly line of Gross Point Road, a distance of 313.72 feat; thence South a distance of 167.18 feet to a line drawn 40 feet North and parallel to the South line of said Lot 4, and 262.98 feet East of the point of beginning; thence West on a line drawn 40 feet North and parallel to the South line of said Lot 4, 262.98 feet East to the point of beginning (except therefrom that part of Lot 4 described as follows: Beginning at the point of intersection of the Southeasterly line of Gross Point Road and a Fine drawn 40.0 feet North of and parallel with the South line of said Lot 4; thence Northeasterly along the Southeasterly line of Gross Point Road to a line drawn at an angle of 89 degrees 57 minutes 33 seconds measured from West to North through a point on the line 40.0 feet North of and parallel with the South line of Lot 4, 116.59 feet East of the point of beginning; thence South along the last described line to a point 14.79 feet North of the aforedescribed 40.0 feet North of and parallel line; thence Southeasterly to a point on the line 40.0 feet North of and parallel with the South line of said Lot 4, 135.95 feet East of the point of beginning; thence West along said parallel line 135.95 feet to the point of beginning), in Cook County, Illinois.

Parcel 4: That part of Lot 4 in Carl Schnur's Subdivision of part of the Northwest 1/4 and part of the Northeast 1/4 of Section 29, Township 41 North, Range 13, East of the Third Principal Meridian bounded and described as follows: Beginning at the Southeast corner of said Lot 4, thence North along the East line of said Lot 4 a distance of 200 feet; thence West parallel with the South line of said Lot 4 a distance of 117 feet; thence South parallel with the East line of said Lot 4 a distance of 200 feet; thence East along

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the South line of said Lot 4 a distance of 117 feet to the place of beginning (except the South 45 feet for West Howard Avenue and except that part if any falling within the following: Beginning at a point 200 feet North of the Southeast corner of said Lot 4; thence North 228.50 feet to the South line of Gross Point Road; thence Southwesterly along the South line of said Gross Point Road 139.57 feet; thence South 154.09 feet; thence East 117 feet to the place of beginning), all in Cook County, Illinois.

PROPERTY ADDRESS OF REAL ESTATE:

5834 West Howard Street, 5900 West Howard Street Skokie, Illinois 60077

PERMANENT' AX IDENTIFICATION NUMBERS:

5834 West Howard Street:

10-29-209-014-0000

5900 West Howard Street

10-29-209-013, 10-29-209-012, 10-29-209-005

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