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Doc#: 0324742062
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Cook County Recorder of Deeds
Date: 09/04/2003 07:40 AM Pg: 1 of 4

MEMORANDUM OF LEASE

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Prepared by
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MEMORANDUM OF LEASE

*August 5, 2003

A LEASE was entered into as of the 15th day of August, 2002, by and between Kedzie Limited Partnership, an Illinois Limited Partnership, having an office at 2601 West 63rd Street, Chicago, Illinois 60629 (hereinafter referred to as "Lessor"), and Metropolitan Family Services, an Illinois special charter not-for-profit corporation, having an office at 14 East Jackson Boulevard, Chicago, Illinois 60604 (hereinafter referred to as "Lessee"). On April 25, 2003 the Lessor and Lessee executed an ADDENDUM to the original lease. As part of the lease the Lessor and Lessee entered into a Lease Agreement Rider, dated ~~January 22~~, 2003 (hereinafter "Rider"), part of which is a Restrictive Covenant signed by the Lessee on January 29, 2003 (hereinafter "Restrictive Covenant"). (The lease, Rider, Restrictive Covenant and addendum will hereinafter be referred to as the "Lease"). The purpose of this Memorandum is that it be recorded with the Cook County Recorder so as to give notice of various terms of the Lease.

VARIOUS TERMS OF LEASE:

1. The leasehold premises is 5,085 square feet of space, commonly known as 3215 West 63rd Street, Chicago, Illinois 60629, together with all improvements located thereon and rights appertaining thereto (hereinafter called the "Premises"), as well as 4,351.2 feet of playground area, for an original 15 year term beginning on June 1, 2002 and ending on May 31, 2017. The Permanent Index Numbers that include the Premises are: 19-23-203-008-0000; 19-23-203-009-0000; 19-23-203-010-0000; 19-23-203-011-0000; 19-23-203-012-0000; 19-23-203-013-0000; 19-23-203-014-0000; 19-23-203-021-0000; 19-23-203-037-0000; and 19-23-203-038-0000.

2. The Lessee has 2 successive options to extend the term of the Lease for successive terms of 5 years each, by giving notice of such exercise to Lessor not less than six months prior to the expiration of the term then in effect.

3. Renovations to the Premises are being financed through, in addition to other financing, a City of Chicago Children's Capital Fund ("CCF") Pro-Development Grant Agreement, a City of Chicago CCF Grant Agreement ("Grant Agreement"), and a \$95,000 loan from the Illinois Facility Fund ("IFF"). As such, the United States of America will have a Federal beneficial ownership interest (the "Federal Interest") in the Premises, and the IFF has a leasehold mortgage of the Premises. Furthermore, the City of Chicago, has the right to replace Lessee under various circumstances.

4. During the period of Grant Agreement the Premises shall be used exclusively as a Head Start/child care center.

5. The Lease and Lessee's right, title, and interest therein and in the Premises, the easements, and appurtenances, if any, and in the options to extend the term of the Lease, shall be completely prior to each and every mortgage, and each and every mortgage, whether heretofore, now, or hereafter in existence, shall in all respects be subject and subordinate to the Lease and Lessee's right, title, and interest therein and in the Premises, the easements, and appurtenances, if any, and in the options to extend the term of the Lease.

*2 A Second Addendum was entered into on May 22, 2003 and a Third Addendum was entered into on July 22, 2003.

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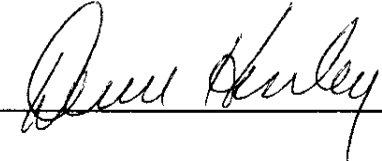
6. This memorandum is not a complete summary of the Lease. Provisions in the memorandum shall not be used in interpreting the lease provisions. In the event of conflict between this memorandum and the unrecorded lease, the unrecorded lease shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed and their respective seals hereto affixed the day and year first above written.

LESSOR:

LESSEE:

By: 

By: 

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UNOFFICIAL COPY**STREET ADDRESS:** 3215 W. 63RD ST.**CITY:** CHICAGO**COUNTY:** COOK**TAX NUMBER:** 19-23-203-008-0000 *TAKU 19-23-203-014, both inclusive*
*19-23-203-021-0000; 19-23-203-037-0000; 19-23-203-038-0000***LEGAL DESCRIPTION:**

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: KEDZIE LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS LESSOR, AND METROPOLITAN FAMILY SERVICES, AS LESSEE, DATED ~, WHICH LEASE WAS RECORDED ~ AS DOCUMENT ~, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING JUNE 1, 2002 AND ENDING MAY 31, 2017.

PARCEL 1:

LOTS 1 THROUGH 11 AND THE EAST 1 FOOT OF LOT 12, TOGETHER WITH THE 16 FOOT ALLEY SOUTH OF AND ADJOINING SAID LOTS 1 THROUGH 11 AND THE EAST 1 FOOT OF LOT 12 IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1 AND 2 IN JOHN F. EBERHART'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 36 AND THE WEST 10 FEET OF LOT 37 IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1 AND 2 OF JOHN F. EBERHARTS SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 38, NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.