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Doc#: 0332442245

Eugene "Gene" Moore Fee: \$34.00 Cook County Recorder of Deeds Date: 11/20/2003 11:52 AM Pg: 1 of 6

This instrument prepared by and after recording return to:
Gregory E. Spitzer, Esq.
Kirkland & Ellis LLP
200 East Randolph Dr.
Chicago, IL 60601
(312) 861-2000

MEMORANDUM OF LEASE

THIS MEMORANFUM OF LEASE ("Memorandum") dated as of this 3/5 day of Cotober, 2003, by and between Smithfield Properties XXXII, L.L.C., an Illinois limited liability company ("Landlord"), and Kenda'l College, an Illinois not for profit corporation ("Tenant").

WITNESSETH:

Landlord and Tenant have entered into that certain Lease Agreement dated as of <u>Corpher 30</u>, 2003, (the "Lease"), pursuant to which Landlord has agreed to lease to Tenant the Premises, more particularly described at <u>Exhibit A</u>, attached pareto and made a part hereof ("Premises"), upon the terms and conditions set forth in the Lease; and

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. The term of the Lease commenced on October 30, 2003 and will expire on December 31, 2004.
- 2. Each and all of the terms, provisions, and conditions in the Lease are hereby incorporated by this reference as though fully set forth herein.
- 3. In the event the Lease is in the future amended or supplemented by written instrument executed by the parties in interest thereto or shall be assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum shall likewise and to the same effect be deemed amended, assigned, or terminated, as the case may be.
- 4. This Memorandum of Lease may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the date first written above.

LANDLORD:

SMITHFIELD PROPERTIES XXXII, L.L.C., an Illinois limited liability company

By:

NorWol Corporation, an Illinois

corporation

Manager

Name: Pobert Buono Its:

Be lent

Or Cook County Clark's Office President

TENANT:

KENDALL COLLEGE, an Illinois not for profit corporation

Name: _____

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the date first written above.

LANDLORD:

SMITHFIELD PROPERTIES XXXII, L.L.C., an Illinois limited liability company

By:

NorWol Corporation, an Illinois

corporation

Manager

Buo. sent

Or Cook Column Clark's Office Name Robert Buono

Its:

President

TENANT:

KENDALL COLLEGE, an Illinois not for

profit corporation

Name:

Its:

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(LANDLORD ACKNOWLEDGMENT)

STATE OF ILLINOIS)) SS	
COUNTY OF COOK)	
Before me the undersigned on this 30 h day of Septem Sec 2003, personally app Robert Buono, known to me to be the person whose name is subscribed to the foregoing instrum known to me to be the President of NorWol Corporation, an Illinois corporation, the Manager of Smithfield Properties XXXII, L.L.C., an Illinois liability company, and acknowledged to me that executed said instrument for the purposes and consideration therein expressed, and as the act of NorWol Corporation and said Smithfield Properties XXXII, L.L.C. Given under my hand and soffice. Official Seel Adriana M. Hernandez No large Public State of Illinois Notary Public Notary Public Commission Expires: 12/07/05	ent, and the said
(DENIA) IT A WANGINI EDCIMENT)	
(TENANT ACKNOWLEDGMENT)	
STATE OF	
Before me the undersigned on this day of 2003, personally app, known to me to be the person whose name is subscribed to the instrument, and known to me to be the of Kendall College, an Illin profit corporation, and acknowledged to me that he executed said instrument for the purposes are consideration therein expressed, and as the act of said Kendall College. Given under my hand a office.	foregoing ois not for nd
Notary Public	
Commission Expires:	

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(LANDLORD ACKNOWLEDGMENT)

STATE OF ILLINOIS) OUNTY OF COOK)	
Before me the undersigned on this day of 2003, personally a Robert Buono, known to me to be the person whose name is subscribed to the foregoing instruction on the to be the President of NorWol Corporation, an Illinois corporation, the Manage Smithfield Properties XXXII, L.L.C., an Illinois liability company, and acknowledged to me executed sold instrument for the purposes and consideration therein expressed, and as the act NorWol Corporation and said Smithfield Properties XXXII, L.L.C. Given under my hand an office.	ument, and r of that he of said
Notary Public Notary Public	
Commission Expires.	
(TENANT / CKNOWLEDGMENT)	
STATE OF ILLINOIS) SS) SS	
Before me the undersigned on this <u>lst</u> day of <u>Octoler</u> 2003, personally Howard A. <u>Tullman</u> , known to me to be the person whose name is subscribed to the Instrument, and known to me to be the <u>President</u> of Kenda'' College, an Illorofit corporation, and acknowledged to me that he executed said instrument for the purpose consideration therein expressed, and as the act of said Kendall College. Given under my han office.	s and
Michael I Kuk): ()_
Notary Public Commission Expires: 03/10/05	-0



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EXHIBIT A

Legal Description of Premises

LOT 1 IN KENDALL COLLEGE CONSOLIDATION OF PART OF THE EAST ½ OF PARCEL 1: THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 1 AND THE NORTH 31 FEET OF LOT 2 IN BLOCK 1 IN ORRINGTON ADDITION TO EVANSTON IN THE SOUTHWEST 1/4 of FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE SOUTH 50 FEET OF LOT 3 IN BLOCK 1 IN ORRINGTON ADDITION TO PARCEL 3: EVANSTON IN THE SOUTHWEST 1/4 of FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ARCEL 4:
IN ORRINGTON ADD...
SECTION 7, TOWNSHIP 41 NOVEL...
N COOK COUNTY, ILLINOIS.

CLA: 2408 DERINGTON ALE, ENVISION,

(LA: 2408 DERIN THE NORTH 31 FEET OF LOT 3 AND THE SOUTH 19 FEET OF LOT 2 IN BLOCK PARCEL 4: SECTION 7, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,