



Doc#: 0400742605  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 01/07/2004 12:31 PM Pg: 1 of 4

23177485  
SIASSL00SB  
RM SUP NO Abstract 3 of 5

THIS DOCUMENT PREPARED BY  
AND UPON RECORDING RETURN  
TO:

U.S. Bank National Association  
Attn: Closing Audit Department  
9918 Hibert Street, 2<sup>nd</sup> Floor  
San Diego, CA 92131  
Loan No. 6517361268

**MEMORANDUM OF LEASE**

This Memorandum of Lease dated as of **October 22, 2003** is entered into between **Arkadiusz Hendrych and Hanna Hendrych** ("Landlord") and **TO TU CAFÉ CORP.** ("Tenant").

**Recitals**

A. On or about **September 26, 2003** (date of lease), Landlord and Tenant entered into a lease agreement ("Lease"), pursuant to which Landlord leased to Tenant and Tenant leased from Landlord property more particularly described in attached **Exhibit "A"** and incorporated by reference ("Premises").

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**Section 1**

**Term.**

Landlord leases to Tenant the Premises for a term of **25 years** commencing on **September 26, 2003** (date) and ending on **October 31, 2027**(date).

**Section 2**

**Lease Terms.**

This lease of the Premises to Tenant is on all of the terms and conditions of the Lease, which is incorporated in this Memorandum by reference.

**Section 3**

**Assignment.**

Tenant's rights and obligations under the Lease shall not be assigned without Landlord's prior written consent, and any assignment without this consent shall be void.

4cp

# UNOFFICIAL COPY

## Section 4

### Successors and Assigns.

This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Lease on assignment.

## Section 5

### Governing Law.

This Memorandum and the Lease are governed by **Illinois State Law**.

Executed as of the date first written above.

**Landlord: Arkadiusz Hendrych and Hanna Hendrych**

By: *Arkadiusz Hendrych*  
Arkadiusz Hendrych

By: *Hanna Hendrych*  
Hanna Hendrych

**Tenant: TO TU CAFÉ CORP.**

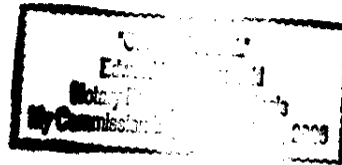
By: *Arkadiusz Hendrych*  
Arkadiusz Hendrych, President

By: *Hanna Hendrych*  
Hanna Hendrych, Secretary

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

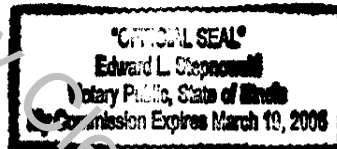


On Oct 29, 2003, before me,  
Edward L. Stepniak, personally appeared  
ARKADISZ HENDRYCH, personally known to me (or proved to me on the  
basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument  
and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by  
his/her signature on the instrument the person, or the entity upon behalf of which the person acted,  
executed the instrument.

Witness my hand and official seal.

Signature Edward L. Stepniak

STATE OF Ill )  
 ) ss.  
COUNTY OF Cook )



On Oct 29, 2003, before me,  
Edward L. Stepniak, personally appeared  
LIANA HENDRYCH, personally known to me (or proved to me on the  
basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument  
and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by  
his/her signature on the instrument the person, or the entity upon behalf of which the person acted,  
executed the instrument.

Witness my hand and official seal.

Signature Edward L. Stepniak

# UNOFFICIAL COPY

## Exhibit "A"

**LOTS 2, 3, AND 4 IN N. TRUMBULL'S BELDEN AVENUE SUBDIVISION OF THE EAST ½ OF THE SOUTH 330 FEET OF THE NORTH 660 FEET OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ (EXCEPT THE SOUTH 150 FEET OF THE NORTH 480 FEET OF THE EAST ½ OF THE EAST ½ OF THE NORTHWEST ¼) OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

Property of Cook County Clerk's Office