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This document prepared by and after recording return to:

JPMorgan Chase Bank, N.A. Law Department 1 Bank One Plaza, IL1-0801 Chicago, IL 60670-0801 Attn: Jacqueline Thomas



Doc#: 0511014118

Eugene "Gene" Moore Fee: \$32.00 Cook County Recorder of Deeds Date: 04/20/2005 09:51 AM Pg: 1 of 5

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MEMORANDUM OF LEASE

1000 M THIS MEMORANDUM OF LEASE is made and entered into as of this 2/ day of February, 2005, by and between AMALGAMA ED BANK OF CHICAGO, not personally but as Trustee under Trust Agreement dated October 1, 1984 and known as Trust No. 4982 ("Landlord"), and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association, successor by merger to Bank One, National Association ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant have executed that see ain Lease Agreement as of the 16th day of July, 2004 ("Lease") with respect to a portion of the property legally described on Exhibit "A" attached hereto ("Property"), and as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to evidence their agreement with respect to the Lease by this Memorandum of Lease.

NOW, THEREFORE, in consideration of the lease of the Property from Largiord to Tenant and the payment by Tenant to Landlord of good and valuable consideration therefor, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed as follows:

- The foregoing recitals are hereby incorporated herein by this reference. All capitalized terms used herein shall have the same meaning as ascribed to such terms in the Lease unless otherwise defined herein.
- Landlord has leased the Property to Tenant for a term of ten (10) years, with three (3) consecutive five (5) year options. The Lease term commenced on December 1, 2004.
- Notwithstanding anything contained in the Lease to the contrary, Landlord shall not, and shall not permit any other party to, record against the Property any restriction, covenant, agreement, or the like, which shall conflict in any material way with Tenant's rights or with Landlord's obligations contained in the Lease so long as the Lease is in effect.

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Section 7.2 of the Lease provides that Tenant shall have the exclusive right to use the Premises for a full service financial institution, including without limitation, banking, mortgage lending, insurance, securities services, ATM service, (in the Premises or on the sidewalk immediately adjoining the Premises), savings and loan, financial services organization, pay day loan company (or other commercial or personal lender), trust company, credit card company, and mortgage company (collectively, the "Permitted Use"), and except as provided in the following sentence, shall not permit any person or entity to have an ATM on its premises. Notwithstanding the foregoing, this exclusive and ATM restriction shall not apply to: (a) the existing tenant H & R Block for the remaining term of its lease or any renewals thereof; or (b) the existing tenants Walgreen's, Family Dollar, and Radio Shack for the remaining term of their respective leases, and any extensions of the respective leases which are made pursuant to extension options contained in such leases and existing as of the Effective Date.

Anything to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of Landlord, while in form purporting to be the representations, varranties, covenants, undertakings and agreements of Landlord are nevertheless each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings and agreemen s by Landlord or for the purpose or with the intention of binding Landlord personally, but are made and intended for the purpose only of subjecting Landlord's interest in the Shopping Center, Property, Building and the Premises to the terms of this Lease and for no other purpose whatsoever.

5. The specific terms of the Lease and the rights and obligations of the parties with respect thereto are fully set forth in the Lease.

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

LANDLORD:

AMALGAMATED BANK OF CHICAGO, not personally but as Trustee as aforesaid

By:

Name: IRVING B. POLAKOW
Title: SENIOR VICE PRESIDENT

TEMANT:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION a national banking association, successor to Bank One, National

Association

By:

Mame: Title:

Executive Vice President

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STATE OF ILLINOIS)
) ss
COÙNTY OF <u>Cook</u>
I,, a Notary Public in and for said County, in the
State aforesaid, do hereby certify that IRVING B. POLAKOW personally known to be the SENIOR VICE PRESIDENT OF AMALGAMATED BANK OF CHICAGO, in whose name the above and
SENIOR VICE PRESIDENT OF AMALGAMATED BANK OF CHICAGO, in whose name the above and
foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed
and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of the
Landlord for the uses and purposes therein set forth, and as the free and voluntary act of said person for
the uses and purposes therein set forth.
in the many
Given under may hand and Notarial Seal this 10 day of March, 2005.
Jan Dilusola
· · · · · · · · · · · · · · · · · · ·
My Commission Expires: "OFFICIAL SEAL"
JOAN M. DICOSOLA \$ Ny hary Public, State of Illinois
My Commission Evpires 08 /14 /06 X
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)
I, Charlotte Harris, a Notary Public in and for said County, in the
State aforesaid, do hereby certify that francis . Hall personally known to be the
of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking
association in whose name the above and foregoing instrument is executed, appeared before me this day
in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act
and as the free and voluntary act of said the Tenant for the uses and purposes therein set forth, and as the
free and voluntary act of said person for the uses and purposes therein set forth.
Given under may hand and Notarial Seal this day of Market 2005.
Given under may hand and ivolation sear times value of vivos value
Charletto Harris
My Commission Expires: April
10 2006 XX
My Commission Expires:
"OFFICIAL SEAL"
Charlotte Harris
Notary Public, State of Illinois Cook County
My Commission Expires January 10, 2006

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

7

Lot 3 (except the North 5 feet thereof) and Lots 5, 6, 7, 8 and 9 (except that part thereof taken for widening of Western Avenue) in Block 1 in Owners Subdivision in the East ½ of the East ½ of the Northeast ¼ of Section 1, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PARCEL 2:

Lots 1 through 7, both inervsive, in Corsiglia Bros. Subdivision of Lot 17 in Block 1 in Owners Subdivision in the East ½ of the East ½ of the Northeast ¼ of Section 1, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

Lots 1 through 6, both inclusive, (except that part thereof taken for widening of Western Avenue) in Peter Zeche's Subdivision of the South 181.2 feet of the East 331.08 feet of the North ½ of the Northeast ¼ of Section 1, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

hicas Office Office 6200-6248 North Western, Chicago, IL PROPERTY ADDRESS:

PIN: 13-01-215-020 13-01-215-021 13-01-215-022 13-01-215-023 13-01-215-024 13-01-215-025 13-01-215-026 13-01-215-027 13-01-215-028 13-01-215-029 13-01-215-034

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TICOR TITLE INSURANCE COMPANY

203 NORTH LA SALLE STREET, SUITE 2200 CHICAGO, ILLLINOIS 60601-1297

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