

# UNOFFICIAL COPY

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



Doc#: 0515735123  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 06/06/2005 09:44 AM Pg: 1 of 4

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## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of this 31<sup>st</sup> day of March, 2005, by and between **FOREST PRESERVE PLAZA L.L.C.**, an Illinois limited liability company, successor-in-interest to Chicago Title Land Trust Company, successor to The Chicago Title Company, as Trustee under the provisions of a Trust Agreement dated May 25, 1997 and known as Trust Number 1103890 and not personally, ("Landlord"), and **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a national banking association, successor by merger to Bank One, National Association ("Tenant").

### RECITALS

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) have executed that certain Lease Agreement as of the 27th day of August, 2003 ("Lease") with respect to a portion of the property legally described on Exhibit "A" attached hereto ("Plaza"), and as more particularly described in the Lease and commonly known as 7313-7315 W. Irving Park Road, Chicago, Illinois ("Premises"); 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 Premises from Landlord 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:

1. 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.
2. Landlord has leased the Premises to Tenant for a term of ten (10) years, with three (3) consecutive five (5) year options. The Lease term commenced on December 1, 2003.

BOX 15

TICOR TITLE INSURANCE

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3. Notwithstanding anything contained in the Lease to the contrary, Landlord shall not, and shall not permit any other party to, record against the Premises 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.

4. Section 4.2 of the Lease provides that Tenant shall have the exclusive right to use the Premises for the conduct of all business and activities which it or any subsidiary or affiliate is now or hereafter authorized by law to engage in and conduct, including a full service financial institution, both directly and through subsidiaries and affiliates, and also including without limitation, banking, mortgage lending, ATM service, (in and/or outside of the Premises, including adjacent Common Areas), savings and loan, pay day loan company (or other commercial or personal lender), land trust company, credit card company, or mortgage company; provided however, Tenant shall have the right to use the Premises for the business of insurance or securities services, and Landlord shall have the right to lease space within the Plaza to other tenants for the business of insurance or securities services, but shall not grant any tenant the exclusive right to conduct such business.

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:**

**TENANT:**

FOREST PRESERVE PLAZA L.L.C., an Illinois limited liability company

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

By: [Signature]  
Name: Robert L. Kozonis  
Title: Manager

By: [Signature]  
Name: Roy C. Keller  
Title: Senior Vice President

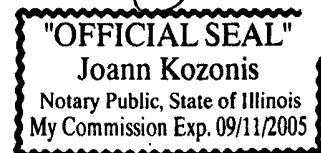
STATE OF ILLINOIS )  
                                  ) ss  
COUNTY OF Cook )

I, JoAnn Kozonis, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert L. Kozonis, personally known to be the Manager of Forest Preserve Plaza, L.L.C., an Illinois limited liability company, 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.

Given under my hand and Notarial Seal this 5<sup>th</sup> day of May, 2005.

JoAnn Kozonis  
Notary Public

My Commission Expires: 09/11/05





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## EXHIBIT A

### PLAZA LEGAL DESCRIPTION

LOTS 1 TO 8 (BOTH INCLUSIVE) AND THAT PART OF THE NORTH 1/2 OF THE VACATED ALLEY SOUTH AND ADJOINING THE LAND IN BLOCK 1 IN VOLK BROTHERS IRVING PARK BOULEVARD SUBDIVISION BEING A SUBDIVISION IN THE NORTHEAST FRACTIONAL 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE (EXCEPT THE WEST 10 FEET THEREOF) AND EXCEPT THE RIGHT-OF-WAY OF THE C.T.T.R.R. AND ALSO EXCEPT THAT PART OF LOT 1 AFORESAID CONVEYED TO COOK COUNTY, ILLINOIS, STATE OF ILLINOIS FOR HIGHWAY PURPOSES:

ALSO

LOT 18, EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS:  
POINT OF BEGINNING BEING THE SOUTHWESTERLY CORNER OF SAID LOT 18; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID LOT 18, A DISTANCE OF 18.12 FEET; THENCE CONTINUING ALONG A LINE PARALLEL TO THE SOUTHWESTERLY LINE OF SAID LOT 18, A DISTANCE OF 70.72 FEET, TO A POINT IN THE NORTH LINE OF SAID LOT 18, THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE OF SAID LOT 18, A DISTANCE OF 21.13 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 18; THENCE CONTINUING ALONG THE SOUTHWESTERLY LINE OF SAID LOT 18, A DISTANCE OF 81.70 FEET TO A POINT OF BEGINNING AND THAT PART OF THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH AND ADJOINING THE LAND IN BLOCK 1, IN VOLK BROTHERS IRVING PARK BOULEVARD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST FRACTIONAL 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE (EXCEPT THE WEST 10 FEET THEREOF) AND EXCEPT THE RIGHT-OF-WAY OF THE C. T. T. R. R. AND ALSO EXCEPT THAT PART OF LOT 1 AFORESAID CONVEYED TO COOK COUNTY, ILLINOIS, STATE OF ILLINOIS, FOR HIGHWAY PURPOSES, IN COOK COUNTY, ILLINOIS.

ADDRESS OF PLAZA: 7305-7331 W. IRVING PARK ROAD  
CHICAGO, IL

PIN: 12-24-204-024-0000  
12-24-204-022-0000