



Doc#: 0614432150 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/24/2006 04:43 PM Pg: 1 of 6

[Above for Recorder's Use Only]

This instrument was prepared by and
After recording return to:

Sonnenschein Nath & Rosenthal LLP
8000 Sears Tower
233 South Wacker Drive
Chicago, Illinois 60606
Attention: John J. Lawlor, Esq.
Telephone No.: (312) 876-7459
Facsimile No.: (312) 876-7934



MEMORANDUM OF AMENDMENT TO MASTER LEASE

THIS FIRST AMENDMENT TO MASTER LEASE ("Amendment") is entered into as of August 31, 2005 between Founders Bank, not individually, but as Trustee under Trust Agreement dated April 3, 2000 and known as Trust No. 5674, and Dennis M. Heywood (collectively, "Lessor") and Saint Xavier University ("Lessee").

Legal Description of the Land

THE NORTH 96 FEET OF THE WEST 1/2 OF LOT 117 IN J. S. HOVLAND'S RESUBDIVISION OF J. S. HOVLAND'S 103RD STREET SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/2 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 24-14-100-043-0000 and
24-14-100-044-0000

UNOFFICIAL COPY

Memorandum of Amendment to Master Lease

This Memorandum of Amendment to Master Lease (this "Memorandum") is made as of August 31, 2005, by and between FOUNDERS BANK, not individually, but as Trustee under Trust Agreement dated April 3, 2000 and known as Trust No. 5674, and DENNIS M. HEYWOOD (collectively, jointly and severally, the "Lessor"), and SAINT XAVIER UNIVERSITY, an Illinois not-for-profit corporation ("Lessee"), whereby the parties agree as follows:

(a) Lessee and Lessor have entered into a Master Lease dated August 30, 2002 as amended pursuant to a "First Amendment to Master Lease" dated as of August 31, 2005 (the "Lease"), pursuant to the terms of which Lessee has agreed to lease the property described on Exhibit A attached hereto and made a part hereof (the "Premises"). All capitalized terms used in this Memorandum and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.

(b) The Lease Term, unless sooner terminated or extended as provided therein, shall expire on September 20, 2007, subject to a one-year extension on the terms and conditions set forth in Section 2.2 of the Lease.

(c) All of the terms, covenants and conditions contained in the Lease, as amended are hereby incorporated into this Memorandum, and the parties agree to observe and comply with such terms, covenants and conditions. For a complete statement of the rights and obligations created under the Master Lease and of the terms, covenants and conditions contained therein, reference is hereby made to the Master Lease, as amended. In the event of a conflict between this Memorandum and the Lease, the terms of the Lease shall govern.

(e) The terms and conditions contained in this Memorandum will inure to the benefit of, and be binding on the parties and their respective legal representatives, beneficiaries, and permitted successors and assigns, except as otherwise herein expressly provided.

(f) Section 27.15 of the Lease, as amended, grants to Lessee an option to purchase the Premises, as more specifically described in said Section, which option to purchase is a covenant running with the land which extends and inures to and is binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

(g) Lessor's and Lessee's respective addresses are as follows:

Lessor: Dennis M. Heywood
c/o Sharon A. Zogas, Esq.
10020 S. Western Avenue
Chicago, Illinois 60643
Telephone No.: (773) 233-6600
Facsimile No.: (773) 233-6648

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and:

Sharon A. Zogas, Esq.
10020 S. Western Avenue
Chicago, Illinois 60643
Telephone No.: (773) 233-6600
Facsimile No.: (773) 233-6648

Lessee: Saint Xavier University
3700 West 103rd Street
Chicago, Illinois 60655
Attention: Susan Piros, Vice President of Business & Finance
Telephone No.: (773) 298-3000
Facsimile No.: (773) 298-3263

and:

Sonnenchein Nath & Rosenthal LLP
8000 Sears Tower
233 South Wacker Drive
Chicago, Illinois 60606
Attention: John J. Lawlor, Esq.
Telephone No.: (312) 876-7459
Facsimile No.: (312) 876-7934

IN WITNESS WHEREOF, Lessee and Lessor have caused this Memorandum of Lease to be duly executed as of the day and year first above written.

LESSOR:

FOUNDERS BANK,
not individually, but as Trustee under Trust
Agreement dated April 3, 2000 and known as
Trust No. 5674

ATTEST:



By: Gayme J. Wise
Its: A.V.P.

By: [Signature]
Title: VP & SO

WITNESSES:

- and -
[Signature]
DENNIS M. HEYWOOD

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ATTEST:

By: _____
Its: _____

LESSEE:

SAINT XAVIER UNIVERSITY, an Illinois
not-for-profit corporation

By: Susan O'Connell
Title: V.P. for Business & Finance

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Sharon A Zogas, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ~~James H. Hayes~~, personally known to me to be the beneficiary of Founders Bank Trust, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 8 day of March, 2006.



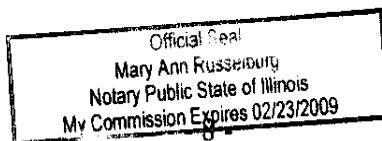
Notary Public

Commission expires _____, 20____.

STATE OF ILLINOIS)
) SS. will
COUNTY OF COOK)

I, Mary Ann Russeburg, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brian Bennett personally known to me to be the UBETO of _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Mary Ann Russeburg
2/23/2009



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EXHIBIT A

Legal Description of the Land

THE NORTH 96 FEET OF THE WEST ½ OF LOT 117 IN J. S. HOVLAND'S RESUBDIVISION OF J. S. HOVLAND'S 103RD STREET SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST ½ OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 24-14-100-043-0000 and
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