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THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Valeria St. Vicina Bailey, Esq.
LaSalle Bank Corporation
135 South LaSalle Street
Suite 925
Chicago, Illinois 60603



Doc#: 0700233224 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/02/2007 11:29 AM Pg: 1 of 5

PERMANENT INDEX NUMBERS:
12-02-414-018-0000
12-02-415-001-0000

PROPERTY ADDRESS:
8303 West Higgins Road, Chicago, Illinois

MEMORANDUM OF LEASE

KNOW ALL MEN BY THESE PRESENTS THAT: HIGGINS ROAD, LLC, an Illinois limited liability company (the "Landlord"), whose address is 5406 West Devon Avenue, Suite 204, Chicago, Illinois 60646 has leased to LASALLE BANK NATIONAL ASSOCIATION (the "Tenant"), its successors and assigns, whose address is c/o ABN AMRO Services Company, Inc., 540 West Madison, Suite 2302, Chicago, Illinois 60661, Attn: Corporate Real Estate, under an unrecorded Office Lease dated as of December 28, 2006, as amended from time to time (the "Lease") between Landlord and Tenant, the second floor (the "Premises") of the Building (as hereinafter defined) located on the real property commonly known as 8303 West Higgins Road, Chicago, Illinois, which is legally described on Exhibit A attached hereto (the "Property"). The Property includes a six-story office building (the "Building"). Capitalized terms used, but not defined, in this Memorandum of Lease shall have the respective meanings ascribed to them in the Lease unless otherwise expressly provided herein.

1. Recording of Memorandum of Lease. This Memorandum of Lease is solely for recording notice purposes. All persons are hereby put on notice of the existence of such Lease and are referred to the Lease for its terms and conditions.

2. Term of Lease. The Lease is for a term commencing on December 28, 2006 (the "Commencement Date") and ending on the fifth (5th) anniversary of the Commencement Date, with the Tenant having the right and privilege to extend the Lease for one (1) additional term of five (5) years, unless sooner terminated in accordance with the provisions thereof.

3. Common Areas; and Roof Equipment. Pursuant to the Lease, Tenant and its employees, agents, representatives, customers and invitees, have been granted (i) the non-exclusive right to use the Common Areas, and (ii) subject to certain limitations, the non-

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exclusive right to install on the roof of the Building certain telecommunications antennae, dishes or other related equipment for Tenant's business operations at the Building.

4. Right of First Offer to Lease and Purchase. Section 24 of the Lease grants to Tenant, subject to certain limitations and rights granted to LaSalle Bank National Association or its successors and assigns under the Retail Branch Bank Lease, a right of first offer to lease all or any part of the rentable area of the third floor of the Premises (if the second floor of the Building is leased by Tenant). Section 25 of the Lease grants to Tenant, subject to certain limitations and rights granted to LaSalle Bank National Association or its successors and assigns under the Retail Branch Bank Lease, a right of first offer to purchase all or any portion of the Property from Landlord or its respective heirs, devisees, personal representatives, successors or assigns, as the case may be.

5. Parking. Landlord covenants that it will not (i) permit the use of any underground or surface parking spaces now or hereafter located on the Land (or on the triangular piece of real property contiguous to the Land but not owned by Landlord as of the Commencement Date) to any non-tenant of the Building other than only the invitees of a tenant of the Building (i.e., the use of any parking spaces to anyone other than tenants of this Building (or their invitees) is expressly prohibited by this Lease), or (ii) assign any surface parking spaces for the exclusive use by other tenants in the Building, or to any other third party, but Landlord may assign or grant to any other tenant or occupant of the Building, subject to the rights of LaSalle Bank National Association or its successors and assigns under the Retail Branch Bank Lease, the right to use on an exclusive basis any of the below surface parking (in the underground garage) located from time to time at the Property.

6. Conflicts. This Memorandum of Lease is executed pursuant to the provisions contained in the Lease and is not intended to vary the terms and conditions thereof. As between Landlord and Tenant, in the event of any conflict between the terms of this Memorandum of Lease and the Lease, the Lease shall govern and control.

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IN WITNESS WHEREOF, this Memorandum of Lease is dated as of December 28, 2006.

LASALLE BANK NATIONAL ASSOCIATION

By: [Signature]
Name: Richard R. Saulig
Title: Senior Vice President

Approved
ABN
AMRO
<u>[Signature]</u>
Real Estate
<u>DAB</u>
Legal

HIGGINS ROAD, LLC, an Illinois limited liability company

By: [Signature]
Name: _____
Title: Manager

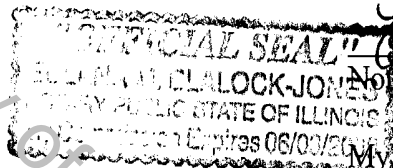
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, BULANA M. BEALOCK-JONES, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT C. MARK PALOUS, personally known to me and known by me to be the Manager of Higgins Road, LLC., 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 free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28 day of December, 2006.



Bulana M. Bealock-Jones
Notary Public

My Commission Expires:

6/3/08

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kathleen J. Smith, a Notary Public in and for said County in the State aforesaid, do hereby certify that Richard R. Saulig, personally known to me and known by me to be the Senior Vice President of LASALLE BANK NATIONAL 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 national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of December, 2006.



Kathleen J. Smith
Notary Public

My Commission Expires:

8/21/10

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EXHIBIT A to Memorandum of Lease

Legal Description of the Property

THAT PART OF LOTS 1 AND 50 AND VACATED NORTH FAIRVIEW AVENUE ADJOINING SAID LOTS 1 AND 50 TAKEN AS A TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE STRAIGHT NORTHERLY AND STRAIGHT EASTERLY LINES OF SAID LOT 50 EXTENDED, THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE AS EXTENDED 87 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE STRAIGHT EAST LINE AFORESAID, 20 FEET TO THE PLACE OF BEGINNING, THENCE CONTINUING SOUTHWESTERLY ALONG SAID PARALLEL LINE 49.85 FEET, THENCE SOUTHEASTERLY 103.09 FEET TO A POINT IN SAID EASTERLY LINE OF SAID LOT 125.48 FEET FROM THE SAID INTERSECTION OF THE STRAIGHT NORTHERLY AND EASTERLY LINES OF SAID LOT AS EXTENDED; THENCE CONTINUING SOUTHEASTERLY IN A STRAIGHT LINE TO THE SOUTHWEST CORNER OF SAID LOT 1, THENCE EAST ALONG SOUTH LINE OF SAID LOT 1 TO SOUTHEAST CORNER OF SAID LOT 1, THENCE NORTH ALONG EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE WEST ALONG NORTH LINE OF SAID LOT 1 BEING ALSO THE SOUTH LINE OF HIGGINS ROAD TO THE AFORESAID INTERSECTION OF THE STRAIGHT NORTHERLY AND STRAIGHT EASTERLY LINE OF SAID LOT 50 EXTENDED, THENCE SOUTHWESTERLY TO THE PLACE OF BEGINNING, ALL IN HIGGINS ROAD ADDITION BEING A SUBDIVISION OF LOTS 13, 14 AND 15 IN PENNOYER SUBDIVISION IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.