



Doc#: 0701142131 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/11/2007 01:17 PM Pg: 1 of 4

This instrument was prepared by and after recording should be returned to:

Ania Domagala-Pierga
Bell, Boyd & Lloyd LLP
70 W. Madison Street
Suite 3200
Chicago, Illinois 60602

8351673022K

AMENDED AND RESTATED MEMORANDUM OF LEASE

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE ("Memorandum of Lease") is made this 9th day of January, 2007 by and between **THE HOMAN ARTHINGTON FOUNDATION**, an Illinois not-for-profit corporation, ("Lessor") and **THE BOARD OF TRUSTEES OF THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO**, constituted pursuant to a special act of the Illinois legislature, ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to that certain Ground Lease dated January 19, 1999 ("Original Ground Lease"), and amended by that certain First Amendment to Ground Lease dated September, 1999 ("First Amendment"), that certain Second Amendment to Ground Lease dated October 1, 2001 ("Second Amendment"), and that certain Third Amendment to Ground Lease dated January 9, 2007 ("Third Amendment") pursuant to which Lessee ground leases from Lessor that certain real property more particularly described in Paragraph 1 below (the "Leased Premises"). (The First Amendment, Second Amendment, and Third Amendment are hereinafter collectively referred to as the "Amendments". The Original Lease and the Amendments are hereinafter collectively referred to as the "Lease".)

WHEREAS, a Memorandum of Lease was recorded with the Cook County Recorder of Deeds on September 16, 1999 as Document No. 99880652 and re-recorded on September 5, 2003 as Document No. 0324832155 (the "Original Memorandum"). The Original Memorandum was recorded prior to the execution of the Amendments.

WHEREAS, the Amendments amend the Original Lease in various respects, including but not limited to changing the definition of Leased Premises and Common Areas.

WHEREAS, the parties wish to amend and restate the Original Memorandum to reflect such amendments to the Lease.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee acknowledge and agree as follows:

Box 400-CTCC

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1. **Leased Premises.** The Leased Premises under the Lease consist of the real estate legally described on Exhibit A, attached hereto and incorporated herein by reference, and no other property.

2. **Term.** The term of the Lease expires fifty (50) years after the Commencement Date (as defined in the Lease), unless sooner terminated in accordance with the terms of the Lease.

3. **Common Areas.** As of the Third Amendment, there is no property designated as Common Areas (as defined in Article II of the Lease) under the Lease.


4. **Use of Easement.** During the Term, Lessee shall, to the greatest extent permissible in accordance with applicable laws, have use of that certain approximately 20' easement for ingress and egress over Lot 2 (the "**Lot 3 Easement**") established pursuant to the Plat of Subdivision of Charles H. Shaw's Subdivision recorded with the Cook County Recorder of Deeds on December 12, 2001 as Document Number 0011178258 (the "Plat"), as if Lessee were the Grantee thereunder, for the purposes therein and subject to the other terms and provisions set forth in the Lot 3 Easement.

5. **Existence of Lease.** All persons are hereby put on notice of the existence of the Lease and are referred to the Lease for all of its terms and conditions. Initially capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Lease. This Memorandum of Lease is entered into for recordation purposes only, and in no event shall it be deemed to supersede, modify or amend the Lease.

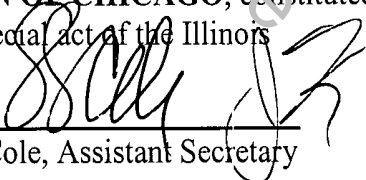
6. **Original Memorandum.** This Memorandum of Lease supersedes the Original Memorandum.

7. **Counterparts.** This Memorandum of Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed one and the same instrument.

**THE HOMAN ARTHINGTON
FOUNDATION**, an Illinois not-for-profit
corporation

By: 
Kristin Dean, President

**THE BOARD OF TRUSTEES OF THE
YOUNG MEN'S CHRISTIAN
ASSOCIATION OF CHICAGO**, constituted
pursuant to a special act of the Illinois
legislature

By: 
Stephen S. Cole, Assistant Secretary

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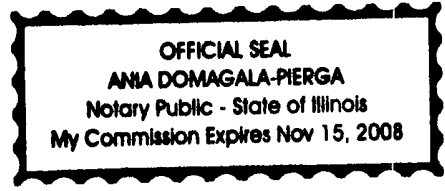
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Ania Domagala-Pierga a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Kristin Dean, President of The Homan Arthington Foundation**, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such President, she signed and delivered the said instrument as her free and voluntary act, and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9th day of January, 2007.

My Commission Expires: 11-15-2008

Ania Domagala-Pierga
Notary Public



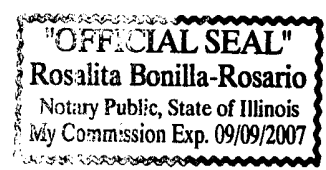
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Rosalita Bonilla-Rosario, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Stephen S. Cole, Assistant Secretary of The Board of Trustees of the Young Men's Christian Association of Chicago**, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such President, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9th day of January, 2007.

My Commission Expires: 09/09/2007

Rosalita Bonilla-Rosario
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF LEASED PREMISES

LOT 4 IN CHARLES H. SHAW'S SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 2001 AS DOCUMENT 0011178258, IN COOK COUNTY, ILLINOIS.

AND

THAT PART OF LOT 2 IN CHARLES H. SHAW'S SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 2001 AS DOCUMENT 0011178258, IN COOK COUNTY, ILLINOIS, LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, FOR A DISTANCE OF 43.64 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 24 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 2, FOR A DISTANCE OF 147.24 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.30 FEET, HAVING A CHORD BEARING OF SOUTH 45 DEGREES 34 MINUTES 20 SECONDS WEST, FOR AN ARC DISTANCE OF 47.86 FEET TO A POINT OF TANGENCY, SAID POINT BEING ON A SOUTHERLY LINE OF SAID LOT 2; THENCE NORTH 89 DEGREES 10 MINUTES 45 SECONDS WEST ALONG SAID SOUTHERLY LINE OF LOT 2, FOR A DISTANCE OF 13.08 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 19 MINUTES 24 SECONDS EAST ALONG SAID WEST LINE OF LOT 2, FOR A DISTANCE OF 177.76 FEET TO SAID POINT OF BEGINNING.

P.I.N.:

16-14-416-009

and part of 16-14-416-007-0000