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Cook County Recorder of Deeds
Date: 01/17/2007 03:32 PM Pg: 1 of 8

WHEN RECORDED MAIL TO:

Kristin L. Brown
Lawyers Title Insurance Corporation
1850 N. Central Ave. Suite 300
Phoenix, AZ 85004

Lawyers Unit #11344 Case# 10955854
4 of 6

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DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED DOCUMENT.

DOCUMENT TO BE RECORDED:

MEMORANDUM OF LEASE

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MEMORANDUM OF LEASE

This **MEMORANDUM OF LEASE** (this "**Memorandum**") is made and entered into as of January 9, 2007 (the "**Effective Date**"), by and between **GE CAPITAL FRANCHISE FINANCE CORPORATION**, a Delaware corporation ("**Lessor**"), whose address is 8377 East Hartford Drive, Suite 200, Scottsdale, Arizona 85255, and **SHAMROCK COMPANY**, an Illinois corporation ("**Lessee**"), whose address is 15 Spinning Wheel Road, Suite 110, Hinsdale, Illinois 60521.

RECITALS:

Lessor and Lessee entered into that certain lease (the "**Lease**") dated as of the Effective Date, the terms, provisions and conditions of which are incorporated in this Memorandum by this reference to the same extent as if recited in their entirety in this Memorandum, pursuant to which Lessor has leased to Lessee, and Lessee has rented and leased from Lessor, on and subject to the terms, provisions and conditions of the Lease, the parcels or parcels of real estate legally described in **Exhibit A** attached to this Memorandum, all rights, privileges and appurtenances associated with such real estate, and all buildings, fixtures and other improvements now or after the Effective Date located on such real estate (whether or not affixed to such real estate) (collectively, the "**Premises**"). Unless otherwise expressly provided in this Memorandum, all defined terms used in this Memorandum shall have the meanings ascribed to such terms in the Lease.

AGREEMENT:

Lessor and Lessee make specific reference to the following terms, provisions and conditions of the Lease:

1. Lease; Term. In consideration of the rentals and other sums to be paid by Lessee and of the other terms, covenants and conditions on Lessee's part to be kept and performed pursuant to the Lease, Lessor leases to Lessee, and Lessee takes and hires, the Premises. The term of the Lease commences as of the Effective Date and expires on January 31, 2027, unless extended as provided below or terminated sooner as provided in the Lease.

2. Extension Periods. Provided Lessee is not in default under the terms of the Lease, Lessee has a right to extend the term of the Lease for up to two additional successive periods of five years each, by written notice to Lessor not more than 270 days or less than 210 days prior to the expiration of the then applicable term of the Lease.

3. Prohibition on Encumbrances. NOTICE IS GIVEN THAT, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, LESSEE IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF THE PREMISES OR LESSEE'S LEASEHOLD INTEREST IN THE PREMISES. ANY SUCH PURPORTED TRANSACTION WHICH IS NOT APPROVED BY LESSOR SHALL BE VOID. FURTHERMORE, ANY SUCH PURPORTED TRANSACTION SHALL BE DEEMED A TORTIOUS INTERFERENCE WITH LESSOR'S RELATIONSHIP WITH LESSEE AND LESSOR'S FEE OWNERSHIP OF THE PREMISES.

4. Assignments; Change of Control; Interests in Lessee Parties; Subleases. Without the prior written consent of Lessor: (i) Lessee shall not assign, transfer, convey, pledge or mortgage the Lease or any interest in the Lease, whether by operation of law or otherwise; (ii) no Change of Control shall occur; (iii) no interest in any of the Lessee Parties shall be pledged,

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encumbered, hypothecated or assigned as collateral for any obligation of any of the Lessee Parties; and (iv) Lessee shall not sublet all or any part of the Premises.

5. Additions and Alterations. Any addition to or alteration of the Premises shall automatically be deemed part of the Premises and belong to Lessor.

6. Subordination. Unless the mortgagee or trustee under any mortgage or trust deed, as applicable, now or at any time placed on the Premises by Lessor elects otherwise by notice given to Lessee, the Lease at all times shall automatically be subordinate to the liens of any and all mortgages and trust deeds now or at any time placed on the Premises by Lessor.

7. True Lease. The Lease is a "true lease"; the only relationship created by the Lease is that of landlord and tenant. Lessee is not an agent, legal representative, partner, subsidiary, or employee of Lessor. Lessor is not responsible for any of the debts, obligations or losses of Lessee.

8. Copies of Lease. Original copies of the Lease are in the possession of Lessor and Lessee. The Lease contains other terms not set forth in this Memorandum but which are incorporated by reference in this Memorandum for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Premises on notice of the existence of the Lease and, where appropriate, its contents, and shall ratify and confirm all other terms of the Lease as fully as if the same had been set forth in this Memorandum. Additional information concerning the terms of the Lease can be obtained from Lessor or Lessee at the addresses set forth above.

9. Recording Purposes Only. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect.

10. Landlord's Lien and Security Interest. Lessee agrees that Lessor shall have a landlord's lien, and additionally separately grants to Lessor a first and prior security interest, in, on and against all Personal Property, which lien and security interest shall secure the payment of all Rent payable by Lessee to Lessor under the terms of the Lease and the performance of all other obligations of Lessee to Lessor under the Lease. The term Personal Property means all tangible personal property now or at any time after the Effective Date located on or at the Premises or used in connection with the Premises, without limitation, all machinery, appliances, furniture, equipment and inventory; provided, however, the term "Personal Property" shall not include the HVAC, walk-in coolers, walk-in freezers, supply fans, exhaust fans, air ducts, hoods, vents, built-in sinks, built-in countertops, plumbing and electrical fixtures, sign poles and lighting poles, all of which items are intended to be fixtures as such term is used within the definition of "Premises."

11. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

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EXECUTED as of the date written on the first page of this Memorandum.

LESSOR:

GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation

By Barbara Adam
Printed Name Barbara Adam
Its Closing Manager

LESSEE:

SHAMROCK COMPANY,
an Illinois corporation

By _____
Stephen C. McGue, President

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EXECUTED as of the date written on the first page of this Memorandum.

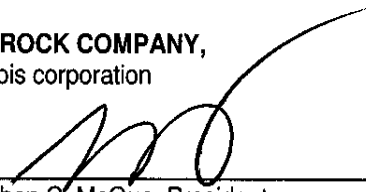
LESSOR:

GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation

By _____
Printed Name _____
Its _____

LESSEE:

SHAMROCK COMPANY,
an Illinois corporation

By  _____
Stephen C. McGue, President

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Property No. 8004-5576
Illinois

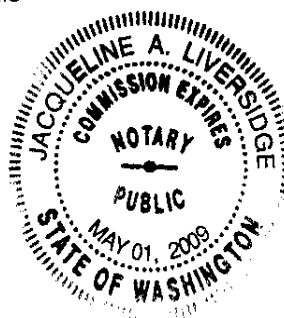
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STATE OF ~~ARIZONA~~ WASHINGTON)
) SS.
COUNTY OF ~~MARICOPA~~ KING)

The foregoing instrument was acknowledged before me on 12/15, 2006 by Barbara Ann Claug of GE Capital Franchise Finance Corporation, a Delaware corporation, on behalf of the corporation.

Jacqueline A. Liversidge
Notary Public

My Commission Expires:
5/01/2009



STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2006 by Stephen C. McGue, President of Shamrock Company, an Illinois corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

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STATE OF ARIZONA)
COUNTY OF MARICOPA) SS.

The foregoing instrument was acknowledged before me on _____, 2006 by _____ of GE Capital Franchise Finance Corporation, a Delaware corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

STATE OF)
COUNTY OF) SS.

The foregoing instrument was acknowledged before me on December 19, 2006 by Stephen C. McGue, President of Shamrock Company, an Illinois corporation, on behalf of the corporation.

Patricia J. Romanelli
Notary Public

My Commission Expires:
1-29-2007

OFFICIAL SEAL
PATRICIA J. ROMANELLI
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 29, 2007

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UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION**

LOT 6 IN PARK PLACE PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF THE PARK PLACE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1995 AS DOCUMENT 95329596, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE NORTHERLY NORTHWEST CORNER OF LOT 6 IN THE PARK PLACE PLAZA SUBDIVISION AFORESAID; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 41 MINUTES 10 SECONDS EAST ALONG THE NORTH LINE OF LOT 6, A DISTANCE OF 46.87 FEET; THENCE SOUTH 63 DEGREES 41 MINUTES 11 SECONDS WEST 55.78 FEET TO THE WEST LINE OF LOTS; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE 22.12 FEET TO THE SOUTHERLY NORTHWEST CORNER OF LOT 6; THENCE NORTH 21 DEGREES 22 MINUTES 43 SECONDS EAST ALONG SAID WEST LINE, 3.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH a non-exclusive beneficial easement for vehicular ingress and egress created by Easement Agreement dated ~~October~~ ^{See} 8, 2006 by and between McGue Family, L.L.C. an Illinois limited liability company and Homewood Associates, L.L.C., an Illinois limited liability company recorded 1-17, 2007 as Document No. 0701744087.

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