

# UNOFFICIAL COPY



Doc#: 0828239030 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/08/2008 02:23 PM Pg: 1 of 6

(The Above Space for Recorder's Use Only)

## MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into as of the 2<sup>nd</sup> day of September, 2008, by and between TJM MANAGEMENT LLC, an Illinois limited liability company ("**Landlord**") having its address at 428 Cardinal Drive, Bloomingdale, Illinois 60108, Attention: Karen Saverino, and CIRCUIT SERVICE, INC., an Illinois corporation ("**Tenant**") having its address at 1475 S. Wheeling Road, Wheeling, Illinois.

### WITNESSETH

WHEREAS, Landlord is the owner of certain real property commonly known as 1475 S. Wheeling Road, Wheeling, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "Land"); and

WHEREAS, Landlord and Tenant entered into a certain Lease dated September 2, 2008 (the "Lease"), whereby Landlord leased the Land and all improvements thereon (the "Premises") to Tenant for a term of years commencing on September 2, 2008 and ending on August 31, 2018; and

WHEREAS, it is the intention of this instrument to give notice of the existence of the Lease and certain provisions thereof;

NOW THEREFORE, Landlord and Tenant do hereby state as follows:

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1. The parties entered into a Lease dated September 2, 2008, for the Premises legally described on Exhibit A attached hereto and made a part hereof.
2. The term of the Lease commenced on September 2, 2008 and ends on August 31, 2018.
3. Landlord, or the Land Trust described in Section 14.17 of the Lease, has the right to place liens and encumbrances on and against the Premises; provided, however, that at no time shall the amount secured by such liens or encumbrances exceed sixty percent (60%) of the appraised value of the Premises.
4. Tenant shall have the right to renew the Lease for all of the Premises for two (2) consecutive terms of five (5) years each, (each, a "Renewal Term"), the first such Renewal Term commencing on September 1, 2018 and ending on August 31, 2023, and the second such Renewal Term commencing on September 1, 2023 and ending on August 31, 2028.
5. It is the intention of this instrument to give notice of the existence of the Lease, Tenant's rights thereunder and the limitations on Landlord's rights to place liens and encumbrances on the Premises.
6. Nothing contained in this Memorandum is intended to or shall supersede, diminish, add to or change any of the terms or conditions of the Lease and all of the terms and conditions of the Lease are incorporated herein by reference to the same extent as set forth therein.
7. This Memorandum may be executed in one or more counterparts, all of which shall be considered one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease  
as of the date first above written.

LANDLORD:  
TJM MANAGEMENT LLC,  
an Illinois limited liability company

TENANT:  
CIRCUIT SERVICE, INC.,  
an Illinois corporation

By: [Signature]  
Its: [Signature]  
Executor to the Estate of  
Inodore J. Mau

By: [Signature]  
Its: Attorney and Authorized Agent

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## ACKNOWLEDGMENT

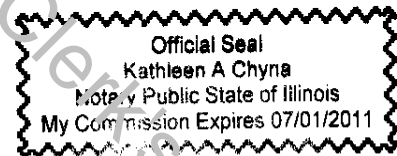
State of Illinois )  
 ) SS  
 County of Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kristy Mau personally known to me to be the MANAGER of TJM MANAGEMENT LLC, 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 acknowledged that she signed and delivered the said instrument, as her free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth; and the said Kristy Mau acknowledged that she being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing same in the name of said limited liability company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 6<sup>th</sup> day of October, 2008.

Kathleen A. Chyna  
 Notary Public

My commission expires: 07-01-2011



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State of Illinois )  
County of COOK ) SS  
 )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Steven M. Zuckerman, personally known to me to be the attorney and authorized agent for CIRCUIT SERVICE, INC. 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 acknowledged that 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; and the said Steven M. Zuckerman acknowledged that he being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing same as the attorney and authorized agent for said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7<sup>th</sup> day of OCTOBER, 2008.



Keisha West  
Notary Public

My commission expires: July 2, 2012

This instrument prepared by:  
Thomas D. Gianturco  
Drinker Biddle & Reath LLP  
191 North Wacker Drive  
Suite 3700  
Chicago, Illinois 60606

And after recording return to:  
Steven M. Zuckerman  
Cohen Rosenson & Zuckerman, LLC  
111 East Wacker Drive  
Suite 2620  
Chicago, IL 60601

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## EXHIBIT A

### LEGAL DESCRIPTION

LOTS 26, 27, 28 AND 29 IN FIRST ADDITION TO PALATINE EXPRESSWAY INDUSTRIAL PARK, BEING A SUBDIVISION IN THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON FEBRUARY 27, 1970 AS DOCUMENT 2493375 IN COOK COUNTY, ILLINOIS.

Common Address: 1475 South Wheeling Road, Wheeling, Illinois

PINs: 03-14-303-010-0000  
03-14-303-011-0000  
03-14-303-012-0000  
03-14-303-013-0000

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