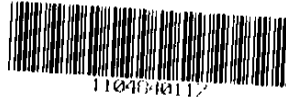


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**THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:**

David B. Yelin, Esq.
Duane Morris LLP
Suite 3700
190 South LaSalle Street
Chicago, Illinois 60603-3433



Doc#: 1104840117 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/17/2011 12:08 PM Pg: 1 of 6

FOR RECORDED BY

MEMORANDUM OF LEASE (Ambulatory Surgical Center Lease)

THIS MEMORANDUM OF LEASE (this "Memorandum") is made and entered into as of the 20th day of December, 2010, by and between Bedford Med, LLC, an Illinois limited liability company ("Landlord"), and Southwestern Medical Center, LLC, an Illinois limited liability company ("Tenant").

RECITALS:

A. Landlord and Tenant have entered into that certain Lease Agreement (as the same may be amended, extended, renewed, consolidated or replaced, the "Lease") relating to the premises consisting of approximately 13,000 rentable square feet (the "Premises") on the third floor of the Building commonly known as 7456 South State Road, Bedford Park, Cook County, Illinois (the "Building") situated on the real property legally described on Exhibit "A", attached hereto (the "Property").

B. The Lease also grants to Tenant, as an appurtenant to the Premises, rights in common with others, to use the common areas and facilities of the Property, including, but not limited to Building entrances, lobbies, corridors, passenger elevators, service elevators, loading docks, trash removal areas, grounds, roads, driveways, stairways, sidewalks, to install wires, piping, vents, flues, shafts in common shafts and common plenums, to use vents and ducts serving the Premises and located outside the Premises, to the parking rights set out in Section 1.2 of the Lease, to the signage rights set forth elsewhere in this Lease, to operate, maintain, repair and replace rooftop mechanical equipment owned by or provided for the exclusive use of Tenant to use common area restrooms, and the right to reasonable access to the foregoing areas.

Box 400-CTCC

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C. The parties desire to provide notice of the Lease to third parties by recording this Memorandum.

NOW, THEREFORE, in consideration of the Premises and of the sum of Ten Dollars (\$10.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are incorporated into this Memorandum as if fully set forth herein. All capitalized terms not defined herein shall have the meaning ascribed to such terms as set forth in the Lease.

2. Lease. Landlord leases to Tenant and Tenant hereby leases from Landlord the Premises, subject to and with the benefit of the terms, covenants, conditions and provisions of the Lease.

3. Term. The initial Term of the Lease is expected to commence July 1, 2011, subject to Landlord's delivery of the Premises, with all of Landlord's construction obligations "Substantially Completed" as provided in the Work Letter Agreement attached as Exhibit E to the Lease, and shall end on the last day of the fifteenth (15th) Lease Year of the Term, subject to (A) the Tenant's option to terminate the Lease at the end of the tenth (10th) Lease Year of the Term as set forth in the Lease, and (B) four successive 5-year renewal options, as set forth in the Lease.

4. Incorporation of Lease. All of the terms, covenants, conditions and agreements in the Lease are incorporated herein by this reference. This Memorandum is executed in simplified short form for the convenience of the parties and for the purpose of recording the same. The execution, delivery and recording of this Memorandum is not intended to and shall not change, modify, abridge, amend or enlarge the Lease but is intended to provide a record of the leasehold interests and additional rights in the Premises of Landlord and Tenant, respectively, pursuant to the Lease. In the event of any conflict or inconsistency between any of the terms and provisions of this Memorandum and the terms and provisions contained in the Lease, the terms and provisions of the Lease shall govern and control in all respects.

5. Recording. Landlord and Tenant agree that this Memorandum shall be recorded in the office of the Recorder of Deeds for Lake County, Illinois.

6. Successors and Assigns. This Memorandum shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns.

7. Counterparts. This Memorandum may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Memorandum.


[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Memorandum of Lease as of the day and year first above written.

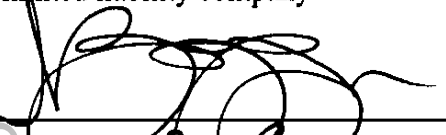
LANDLORD:

BEDFORD MED, LLC,
an Illinois limited liability company

By: 
Name: Perry Bozorgi
Title: Managing Member

TENANT:

SOUTHWESTERN MEDICAL CENTER, LLC, an
Illinois limited liability company

By: 
Name: Peter Bozorgi
Title: PRESIDENT

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

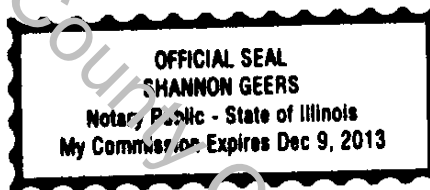
I, the undersigned, a Notary Public in and for said County, in the Commonwealth aforesaid, DO HEREBY CERTIFY that KENNY BOZORGI, Manager of BEDFORD MED, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of December, 2010.

Shannon Geers
Notary Public

My Commission Expires: 12/9/13

[AFFIX NOTARIAL SEAL]



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

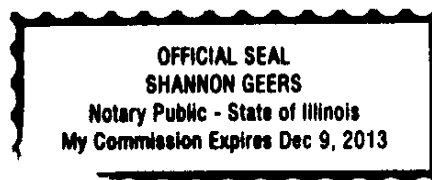
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that NADER BOZORGI, MD, Manager of SOUTHWESTERN MEDICAL CENTER, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said trust for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of December, 2010.

Shannon Geers
Notary Public

My Commission Expires: 12/9/13

[AFFIX NOTARIAL SEAL]



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EXHIBIT A

Legal Description of Property

PARCEL 1:

THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEAST OF THE CENTER OF STATE ROAD; WEST OF THE WEST LINE OF THE EAST 57.00 FEET OF THE AFORESAID NORTHEAST $\frac{1}{4}$ OF SECTION 28 AND SOUTH OF A LINE DRAWN AT RIGHT ANGLES THROUGH A POINT ON THE WEST LINE OF SAID EAST 57.00 FEET, WHICH IS 300.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 28, (EXCEPT THE WESTERLY 50.00 FEET OF THE TRACT DESCRIBED BEING A PART OF STATE ROAD; AND ALSO EXCEPTING THEREFROM THE EASTERLY 475.00 FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY TRUSTEES DEED FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1972 AND KNOWN AS TRUST NUMBER 44261 TO PLYWOOD MINNESOTA MIDWESTERN, INC. DATED NOVEMBER 14, 1979 AND RECORDED DECEMBER 6, 1979 AS DOCUMENT 25270445 AND AS AMENDED BY DOCUMENT 88368844 AND RERECORDED AS DOCUMENT 88455718 FOR ALL LAWFUL PURPOSES OF INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED LAND, TO WIT:

THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF THE EAST 57.00 FEET OF SAID NORTHEAST $\frac{1}{4}$ THROUGH A POINT 300.00 FEET NORTH (AS MEASURED ALONG THE SAID WEST LINE OF THE EAST 57.00 FEET) OF THE SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 28, SAID POINT OF BEGINNING BEING 475.00 FEET WEST (AS MEASURED ALONG SAID RIGHT ANGLE LINE) OF THE SAID WEST LINE OF THE EAST 57.00 FEET THEREOF; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST (AT RIGHT ANGLES TO LAST DESCRIBED RIGHT ANGLE LINE) A DISTANCE OF 24.00 FEET TO A POINT; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECOND EAST (24.00 FEET SOUTH OF AND PARALLEL WITH THE FIRST DESCRIBED RIGHT ANGLE LINE), A DISTANCE OF 429.58 FEET TO A POINT ON THE WESTERLY LINE OF AN EASEMENT DATED DECEMBER 20, 1965; THENCE NORTH 66 DEGREES, 15 MINUTES, 47 SECONDS WEST ALONG SAID WESTERLY LINE OF EASEMENT A DISTANCE OF 59.62 FEET TO A POINT ON THE FIRST DESCRIBED RIGHT ANGLE LINE; THENCE SOUTH 90

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DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG SAID RIGHT ANGLE LINE, A DISTANCE OF 375.00 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; ALSO,

THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF THE EAST 57.00 FEET OF SAID NORTHEAST $\frac{1}{4}$ THROUGH A POINT 300.00 FEET NORTH (AS MEASURED ALONG THE SAID WEST LINE OF THE EAST 57.00 FEET) OF THE SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 28; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG SAID RIGHT ANGLE LINE, A DISTANCE OF 100.00 FEET TO A POINT ON THE WESTERLY LINE OF AN EASEMENT AGREEMENT DATED DECEMBER 20, 1965; THENCE SOUTH 66 DEGREES, 15 MINUTES, 47 SECONDS EAST ALONG SAID WESTERLY LINE OF EASEMENT, A DISTANCE OF 71.00 FEET TO CURVED LINE, CONVEX NORTHERLY HAVING A RADIUS OF 49.42 FEET, A DISTANCE OF 38.89 FEET (THE CHORD OF SAID CURVE BEARING SOUTH 67 DEGREES, 27 MINUTES, 30 SECONDS EAST) TO A POINT ON THE WEST LINE OF THE EAST 57.00 FEET AFORESAID; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID WEST LINE OF THE EAST 57.00 FEET, A DISTANCE OF 43.11 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 7456 South State Road, Bedford Park, Cook County, Illinois

Permanent Real Estate Tax Index Number: 19-28-202-014-0000