

After recording return to:

JPMorgan Chase Bank Lease Administration
1111 Polaris Parkway, Suite 1J
Mail Code OH1-0241
Columbus, OH 43240
Attn: Lease Administration Manager

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum"), dated to be effective as of ~~November 16~~ November 16, 2011, is entered into by and among CHICAGO LAND TRUST COMPANY, AS TRUSTEE UNDER THAT CERTAIN TRUST AGREEMENT DATED APRIL 29, 1998 AND KNOWN AS TRUST NUMBER 121727 (the "Parcel 1 Trust"); OLEG LEVIT, as sole beneficiary under the Parcel 1 Trust (the "Beneficiary"); OLEG LEVIT, individually ("Levit") (the Trustee, the Beneficiary and Levit are collectively referred to herein as "Landlord"); and JPMORGAN CHASE BANK, N.A., a national banking association ("Tenant").

1. Grant of Lease; Term.

(a) Landlord leases to Tenant, and Tenant leases from Landlord, those certain premises more particularly described on Exhibit "A" attached hereto and incorporated herein for a term of twenty (20) years commencing on the Rent Commencement Date as defined in and subject to the provisions of that certain Ground Lease ("Lease") between the parties hereto, dated August 10, 2011. The provisions of the Lease are incorporated herein by this reference.

(b) The Lease grants Tenant four (4) options of five (5) years each to renew the term of the Lease, on the terms set forth therein.

(c) The Lease grants Tenant certain other rights on the terms set forth therein, including without limitation, the right of first refusal to purchase the property described on Exhibit "A".

(d) Pursuant to the Lease, Landlord is obligated to use its best efforts to keep the Necessary Access curb cuts and driveways open at all times subject to the terms set forth therein.

(e) The Lease grants Tenant the exclusive rights set forth on Exhibit "B".

2. Purpose. This Memorandum is prepared for the purpose of recordation only, and it in no way modifies the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum and the Lease, the provisions of the Lease shall prevail.

3. Miscellaneous. The parties have executed this Memorandum of Lease as of the date first set forth above on the dates and at the places indicated in their acknowledgments below.

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LANDLORD:

Parcel 1 Trust:

CHICAGO TITLE LAND TRUST COMPANY, as Trustee under Trust Agreement dated April 29, 1998, and known as Trust Number 121727 and not personally

By: [Signature]
Name: Harriet Denisevicz
Title: ~~Trustee~~ Trust Officer

Beneficiary:

OLEG LEVIT, as Beneficiary under Trust Agreement dated April 29, 1998, and known as Trust Number 121727

By: [Signature]
Name: Oleg Levit

Levit:

OLEG LEVIT, individually

By: [Signature]
Name: Oleg Levit

TENANT:

**JPMORGAN CHASE BANK, N.A.,
a national banking association**

By: [Signature]
Name: Ryan Repp
Title: Regional VP Retail R.E.

Dated: October 19th, 2011
This instrument is executed by the undersigned Landlord, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personally assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Dated: 10-14, 2011

Dated: 10-14, 2011

Dated: 11-16, 2011

NOTARY PAGE TO FOLLOW

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STATE OF Illinois

COUNTY OF Cook

This instrument was acknowledged before me on the 19th day of October, 2011, by Harriet Denisewicz, Trust Officer of CHICAGO TITLE LAND TRUST COMPANY, Trust Agreement dated April 29, 1998, and known as Trust Number 121727, on behalf of said Trust.

OFFICIAL SEAL
GRACE MARIN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 03/20/2013
Grace Marin
Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

This instrument was acknowledged before me on the 14th day of October, 2011, by Oleg Levit, as the Beneficiary under Trust Agreement dated April 29, 1998, and known as Trust Number 121727.

OFFICIAL SEAL
DAVID H GREENSTEIN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/28/15
(Seal)

Oleg Levit
Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

This instrument was acknowledged before me on the 14th day of October, 2011, by Oleg Levit, individually as his free act and deed.

OFFICIAL SEAL
DAVID H GREENSTEIN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/28/15
(Seal)

Oleg Levit
Notary Public

STATE OF IL

COUNTY OF LAKE

This instrument was acknowledged before me on the 14th day of NOV, 2011, by [Signature], the [Signature] of JPMORGAN CHASE BANK, N.A., a national banking association, on behalf of said national banking association.

OFFICIAL SEAL
JONATHAN KRISOFF
Notary Public - State of Illinois
My Commission Expires Oct 28, 2014
(Seal)

[Signature]
Notary Public

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EXHIBIT A TO MEMO OF LEASE

PARCEL 1: THE SOUTH 133 FEET OF THE NORTH 166 FEET OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 6 AND EXCEPT THE EAST 8 FEET THEREOF IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 50.0 FEET OF THE NORTH 316.0 FEET OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 50 FEET THEREOF CONDEMNED FOR WESTERN AVENUE AND EXCEPT THE EAST 8.0 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE SOUTH 100.0 FEET OF THE NORTH 266.0 OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 50.0 FEET THEREOF CONDEMNED FOR WESTERN AVENUE AND EXCEPT THE EAST 8.0 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

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EXHIBIT B TO MEMO OF LEASE

8.4 **Exclusive Use.** Throughout the Original Term and any Renewal Terms, Landlord covenants not to lease or permit any portion of the property owned by Landlord within one mile of the Land to be leased or used for the “Exclusive Services”. As used herein, the term “**Exclusive Services**” means a full service financial institution, including ATMs and/or drive-through facilities, both directly and through subsidiaries and affiliates, including without limitation providing banking, mortgage lending, insurance and securities services in and that no other financial institution (including without limitation, a drive-through facility or ATM) shall be allowed to operate or perform any Exclusive Services in or on the property owned by Landlord within one mile of the Land. Landlord covenants to enforce such restriction and exclusive right of Tenant herein, and cause all such other tenants leasing or occupying space in the property owned by Landlord within one mile of the Land to comply with such restriction, during the Original Term and Renewal Terms.

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Prepared by:

Anne R. Garr, Esq.

Freeborn & Peters, LLP

311 South Wacker Drive, Ste. 3000

Chicago, IL 60606

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