UNOFFICIAL COPY

MEMORANDUM OF LEASE



Doc#: 1235316019 Fee: \$46.00 Karen A. Yarbrough RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 12/18/2012 10:05 AM Pg: 1 of 5

This document was prepared by: Douglas M. Ellis, Esq.
Neal, Gerber & Eisenberg LLP
Two North LaSalle Street
Suite 1700
Chicago, IL 60602-3801

(The Above Space for Recorders Use Only)

HIS MEMORANDUM OF LEASE ("Memorandum") is made as of December 1st, 2012 (the "Effective Date") by and between CHICAGO TITLE LAND TRUST COMPANY, not individually but solely as successor Trustee to NORTH STAR TRUST COMPANY, not individually but solely as successor Trustee to Colonial Bank & Trust Company under a certain Trust Agreement dated the 14 day of December, 1987, and known as Trust No. 1250 (hereinafter referred to as the "Landlord"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, the successor in interest to First Colonial Bankshares Corporation (hereinafter referred to as the "Tenant").

RECITALS

- A. Landlord owns certain real property located in the City of Elk Grove Village, County of Cook, State of Illinois, more particularly described on the attached Exhibit A ("Premises"). Tenant desires to lease the Premises from Landlord.
- B. Landlord and Tenant have entered into that certain 1 ase (the "Lease"), dated of even date herewith, whereby Landlord has leased to Tenant the Premiser.
- C. Landlord and Tenant wish to execute this Memorandum and second the same in the county in which the Premises are located.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Demise</u>. Landlord hereby grants to Tenant a leasehold interest in and to the Premises under the terms and conditions set forth in the Lease.
- 2. <u>Term; Options to Renew</u>. The Term of the Lease shall commence on the Effective Date and end on January 31, 2023, unless sooner terminated or extended as set forth in the Lease. Tenant shall have the right, at its option, to extend the Term for two (2) consecutive periods of ten (10) years each, each upon the same terms and conditions as set forth in the Lease.

UNOFFICIAL COPY

- 3. Termination of Existing Memorandum of Lease. That certain Memorandum of Lease between Landlord and Tenant dated January 15, 1988, and filed of record in the County Recorder's Office of Cook County as Document No. 88-005206, that certain Memorandum of Lease between Landlord and Tenant dated July 5, 1988, and filed of record in the County Recorder's Office of Cook County as Document No. 3678939, and that certain Amended and Restated Memorandum of Lease dated April 10, 2003 and filed of record in the County Recorder's Office of Cook County as Document No. 0311345115, are hereby terminated and of no further force and effect.
- 4. <u>Incorporation of Lease Terms</u>. All of the terms, covenants and conditions of the Lease and any amendments made from time to time thereto are incorporated in this Memorandum by reference as fully as if they had been set forth in this Memorandum. All capitalized word used but not defined herein have the definitions given them in the Lease.
- 5. <u>No Modification</u>. Notwithstanding the foregoing, nothing contained or set forth in this Memorandum shaff modify the Lease or be deemed to create or grant any rights, liabilities or obligations of or to any party or third parties other than as specifically set forth in the Lease. In the event of any conflict between this Memorandum and the Lease, the terms and conditions of the Lease shall control.

[Remainder of page intentionally left blank. Signature and acknowledgment pages follow.]

1235316019 Page: 3 of 5

UNOFFICIAL CC

Landlord and Tenant have executed this Memorandum of Lease as of the date first written above.

LANDLORD:

CHICAGO TITLE LAND TRUST COMPANY, not individually but solely as successor Trustee to NORTH STAR TRUST COMPANY, not individually but solely as successor Trustee to Colonial Bank & Trust Company under a certain Trust Agreement dated the 14th day of December, 1987, and known as Trust No. 1250

Trust Officer

DOOD OF COL STATE OF COUNTY OF

, in the year 2012, before me, a Notary Public in December On this 13 day of known or identified to me and for said State, personally appeared __ Harriet Denisewic the executed the instrument, on of Chicago Title Land to be the Trust Officer Chicago Title Land Trust Company

behalf of said

It is expressly understood and agreed by and between the parties hereto, anything to the contrary not withstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the 'binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

1235316019 Page: 4 of 5

UNOFFICIAL COPY

TENANT:

U.S. BANK NATIONAL ASSOCIATION, a national banking association

By: Stephen M. Sabo

Its: Stephen M. Sabo

Its: Vice President

STATE OF Minnesota) ss.

On this 12th day of <u>December</u>, in the year 2012, before me, a Notary Public in and for said State, personally appeared respectively, and <u>Wistephen M. Sebo</u>known or respectively, of U.S. Bank National Association who executed the instrument, on behalf of said national banking association.

Notery Public

INSTRUMENT DRAFTED BY:

Stephen M. Sabo, Senior Corporate Counsel U.S. Bank National Association BC-MN-H21R U.S. Bancorp Center 800 Nicollet Mall Minneapolis, MN 55402

WHEN RECORDED RETURN TO:

U.S. Bank National Association Corporate Real Estate 4480 Emerald Avenue CN-OH-PROP Cincinnati, Ohio 45242 Attn: Marsha Ward Lane SARA M. MALONEY

NOT, RY PUBLIC - MINNESOTA

NOT aussion Expires Jan. 31, 2015

1235316019 Page: 5 of 5

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

Lot 2 in Rohlwing Grove Unit 1-A, being a Subdivision in the Southwest 1/4 of Section 31, Township 41 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof registered in the office of the Registrar of Titles of Cook County, Illinois on February 23, 1978, as Document No. 3000930.

Permanent Index No. 08-31-400-019 (commonly known as 1100 West Devon, Elk Grove Village, Illinois)