



Doc#: 1235615030 Fee: \$56.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/21/2012 01:16 PM Pg: 1 of 10

PREPARED OUT OF STATE BY:

Ellen L. Goodrich
Singleton Cooksey PLLC
Attorneys at Law
6363 Woodway, Suite 600
Houston, Texas 77057

WHEN RECORDED MAIL TO:

Old Republic Title Residential
Information Services
530 S. Main St. - Suite #1031
Akron, Ohio 44311-4423
WCP # 53215

12051982

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
830 SOUTH MAIN STREET
SUITE 1031
AKRON, OH 44311

MEMORANDUM OF FIRST AMENDMENT TO
PURCHASE AND SALE OF LEASE
AND SUCCESSOR LEASE

This Memorandum of First Amendment to Purchase and Sale of Lease and Successor Lease (this "Memorandum") is made as of December 4, 2012 by and among MW CELL REIT 1 LLC, a Delaware limited liability company ("MW CELL"), and Chicago Land Trust Company, an Illinois corporation as Successor Trustee under Trust Agreement Dated December 10, 1976, as Trust No. 51669, as to Parcels One and Two and Chicago Land Trust Company, an Illinois corporation as Successor Trustee under Trust Agreement Dated January 13, 1977, as Trust No. 39903, as to Parcel Three ("Owners") and Charles J. Murray and H. James Murray, as to their respective interests, if any ("Murrays").

A. The Owner and Murrays (or its predecessor in interest) and Wireless Capital Partners, LLC, a Delaware limited liability company ("WCP"), entered into that certain Purchase and Sale of Lease and Successor Lease Agreement dated as of December 4, 2006 (the "Original Agreement") with respect to the premises described on Schedule A, attached hereto, as evidenced in the public records by that certain Memorandum of Purchase and Sale of Lease and Successor Lease recorded on February 23, 2007 as Document Number 0705406113 in the real property records of Cook County, Illinois and such Original Agreement may have been amended and/or assigned.

B. WCP assigned all of its right, title and interest in and to the Original Agreement to MW CELL, pursuant to an Assignment dated August 31, 2007, a memorandum of which was on January 24, 2008 as Document No. 0802441068 recorded in the real property records of Cook County, Illinois.

S ✓
P 10
S 4
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SC ✓
E ✓
INT ✓

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C. WCP or its successors or assigns, and Murrays entered into that certain Option to Purchase Lease Term Extension ("Option") dated December 19, 2011, to, among other things, grant an option for WCP, or its successors or assigns, to extend the Reversion Date under the Original Agreement by thirty-five (35) years and continue the right to receive rents under the Lease for such thirty-five (35) year period.

D. MW CELL, Owners and Murrays are parties to a First Amendment to Purchase and Sale of Lease and Successor Lease (the "First Amendment") on or near the date hereof, pursuant to which the parties have extended the Reversion Date under the Original Agreement by thirty-five (35) years, on the terms and conditions set forth therein.

E. One of the purposes of the First Amendment is to amend the Original Agreement and allow for the extension of the Term from the Reversion Date (as defined in the Original Agreement) to the New Reversion Date (as defined in the First Amendment). For the avoidance of doubt, Owners, Murrays and MW CELL agree that the First Amendment shall in no manner affect or impair the lien created by the Original Agreement and that the lien shall be extended to encompass the First Amendment and shall not in any manner be waived.

F. The parties hereto desire to execute and record this Memorandum to provide constructive notice of the First Amendment and MW CELL's rights thereunder.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. The recitals above are true and correct and are incorporated herein by reference.
2. On or about the date hereof, MW CELL, Owners, Murrays have executed the First Amendment pursuant to which, among other things, the Reversion Date (as defined in the Original Agreement) has been extended for a period of thirty-five (35) years so that the new Reversion Date is now January 1, 2057.
3. This Memorandum has been recorded to provide constructive notice of the existence and contents of the First Amendment.

SIGNATURES ON FOLLOWING PAGE

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

OWNER:

CHICAGO LAND TRUST COMPANY, AN ILLINOIS CORPORATION, AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 1976, TRUST NUMBER 51669

This instrument is executed by the undersigned Land Trustee, 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 not undertaken by it solely in its capacity as Trustee are not personally. No personal liability or personal responsibility is 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.

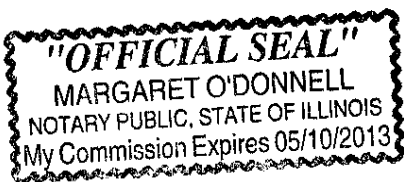
By: June Stout
Name: JUNE STOUT
Its: TRUST OFFICER

STATE OF IL §

COUNTY OF COOK §

On this 4th day of December, 2012, before me, the undersigned authority in and for the above-stated jurisdiction, personally appeared JUNE STOUT as Trust Officer of CHICAGO LAND TRUST COMPANY, AN ILLINOIS CORPORATION, AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 1976, TRUST NO. 51669, who is personally known to me or has furnished satisfactory evidence that he/she is the person who appeared before me, who, after being by me duly sworn, declared that he/she executed the above and foregoing Memorandum of Purchase and Sale of Lease and Successor Lease for the purposes, intents and consideration therein contained, as his/her free act and deed and on behalf of said entity.

In Witness Whereof, I have hereunto set my hand and seal.



Margaret O'Donnell
Signature of Notary Public

MARGARET O'DONNELL
Printed Name of Notary Public:

[Seal]

My Commission Expires: 5/10/13

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OWNER:

CHICAGO LAND TRUST COMPANY, AN ILLINOIS CORPORATION, AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT UNDER TRUST AGREEMENT RECORDED JANUARY 13, 1977, TRUST NUMBER 39903

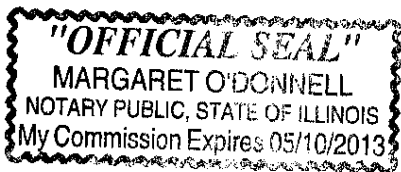
This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings 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.

By: June Stout
Name: JUNE STOUT
Its: TRUST OFFICER

STATE OF IL §
COUNTY OF COOK §

On this 4th day of December, 2012, before me, the undersigned authority in and for the above-stated jurisdiction, personally appeared JUNE STOUT as Trust Officer of CHICAGO LAND TRUST COMPANY AN ILLINOIS CORPORATION, AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 13, 1977, TRUST NO. 39903, who is personally known to me or has furnished satisfactory evidence that he/she is the person who appeared before me, who, after being by me duly sworn, declared that he/she executed the above and foregoing Memorandum of Purchase and Sale of Lease and Successor Lease for the purposes, intents and consideration therein contained, as his/her free act and deed and on behalf of said entity.

In Witness Whereof, I have hereunto set my hand and seal.



Margaret O'Donnell
Signature of Notary Public
MARGARET O'DONNELL

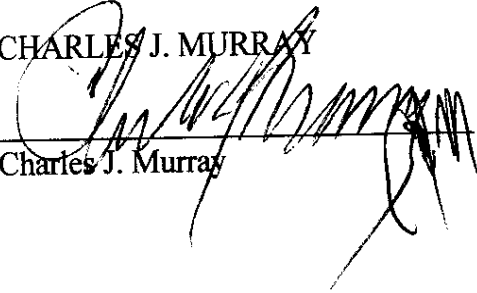
Printed Name of Notary Public:
[Seal]

My Commission Expires:
5/10/13

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CHARLES J. MURRAY

Charles J. Murray

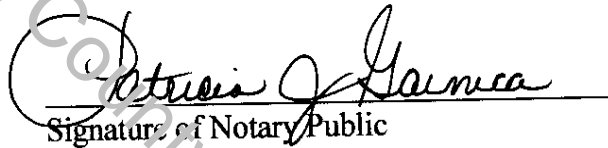


STATE OF Illinois §

COUNTY OF Cook §

On this 12 day of December, 2012, before me, the undersigned authority in and for the above-stated jurisdiction, personally appeared Charles J. Murray, who is personally known to me or has furnished satisfactory evidence that he/she is the person who appeared before me, who, after being by me duly sworn, declared that he executed the above and foregoing Memorandum of Purchase and Sale of Lease and Successor Lease for the purposes, intents and consideration therein contained, as his free act and deed and on behalf of said entity.

In Witness Whereof, I have hereunto set my hand and seal.



Signature of Notary Public

Patricia J. Garnica
Printed Name of Notary Public:

[Seal]

My Commission Expires: 06-16-16



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H. JAMES MURRAY

H. James Murray
H. James Murray

STATE OF Illinois §

COUNTY OF Cook §

On this 12 day of December, 2012, before me, the undersigned authority in and for the above-stated jurisdiction, personally appeared H. James Murray, who is personally known to me or has furnished satisfactory evidence that he is the person who appeared before me, who, after being by me duly sworn, declared that he executed the above and foregoing Memorandum of Purchase and Sale of Lease and Successor Lease for the purposes, intents and consideration therein contained, as his free act and deed and on behalf of said entity.

In Witness Whereof, I have hereunto set my hand and seal.

Patricia J Garnica
Signature of Notary Public

Patricia J Garnica
Printed Name of Notary Public:

[Seal]

My Commission Expires: 06-16-16



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MW CELL:

MW CELL REIT 1 LLC,
a Delaware limited liability company

By: [Signature]
Name: R.Christopher Mooney
Its: Vice President

STATE OF Texas
COUNTY OF Tarrant

§
§
§

On this 13 day of December, 2012, before me, the undersigned authority in and for the above-stated jurisdiction, personally appeared R.Christopher Mooney as Vice President of MW CELL REIT 1 LLC, a Delaware limited liability company, for and on behalf of said entity, who is personally known to me or has furnished satisfactory evidence that he/she is the person who appeared before me, who, after being by me duly sworn, declared that he/she executed the above and foregoing Memorandum of First Amendment to Purchase and Sale of Lease and Successor Lease for the purposes, intents and consideration therein contained, as his/her free act and deed and on behalf of said entity.

In Witness Whereof, I have hereunto set my hand and seal.

[Signature]
Signature of Notary Public

Sarah E Scopel
Printed Name of Notary Public:

My Commission Expires: 8.8.15

[Seal]



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SCHEDULE A

LEASE AND LEGAL DESCRIPTION

Legal Description

MW CELL PURCHASES AN INTEREST IN THE LEASE AND LEASED PREMISES FOR A FIXED PERIOD OF TIME ONLY. MW CELL PURCHASES AN INTEREST IN A LEASE, OWNER'S RIGHTS ARE DEFINED BY THE EXISTING LEASE LANGUAGE BETWEEN BROCO PARTNERSHIP AND COOK INLET PARTNERSHIP. MW CELL DOES NOT TAKE ANY ADDITIONAL RIGHTS TO THE PROPERTY. FOR EXAMPLE, BROCO PARTNERSHIP LEASE ENCOMPASSES A 250 SQUARE FOOT AREA. IN THIS TRANSACTION, MW CELL IS PURCHASING THE RIGHTS TO THAT AREA ONLY, FOR THE FIXED LENGTH OF TIME. THE AREA SURROUNDING THE 250 SQUARE FOOT LEASED SPACE WOULD BE UNAFFECTED BY THIS TRANSACTION.

LEASEHOLD ESTATE AND SAID LEASEHOLD BEING A PART OF THE FOLLOWING DESCRIBED PARENT PARCEL:

SITUATE IN THE COUNTY OF COOK, STATE OF ILLINOIS:

PARCEL ONE

LOTS 1 AND 2 IN EBERHART'S SUBDIVISION OF THE NORTH $\frac{1}{2}$ OF LOT 2 IN ASSESSOR'S DIVISION OF THE EAST $\frac{1}{2}$ OF BLOCK 45, AND THE NORTH 132 FEET (EXCEPT THAT PART TAKEN FOR ALLEY) OF LOT 3 IN SAID ASSESSOR'S DIVISION, AND LOTS 7 TO 11 IN SAID ASSESSOR'S DIVISION IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO

LOTS 1 AND 2 IN E.F. RUNYAN'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE EAST $\frac{1}{2}$ OF BLOCK 45 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL TWO

LOTS 1 AND 2 (EXCEPT THE WEST 8.9 FEET) IN THE NORTHWEST QUARTER OF BLOCK 45 IN CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

TAX I.D. NUMBER: 17-07-408-032; 17-07-408-033; 17-07-408-035 AND 17-07-408-036

(Schedule A continued on next page)

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SCHEDULE A (cont.)

Lease Description

That certain LEASE AGREEMENT dated February 2, 2000, by and between LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 1976 AND KNOWN AS TRUST NUMBER 51669 AS TO PARCELS 1 AND 2, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT RECORDED JANUARY 13, 1977 AND KNOWN AS TRUST NUMBER 39903 AS TO PARCEL 3, as successor in interest to Broco Partnership, whose address is 120 S La Salle St, Chicago, IL 60603 ("Landlord") and T-Mobile Central LLC a limited liability company, as successor in interest to Cook Inlet/VoiceStream PCS, LLC, ("Tenant"), whose address is 12920 SE 38th Street, Bellevue, WA, 98006, for the property located at 1921 W Fulton St, Chicago, IL 60612 for which a Memorandum Of Lease is duly recorded on May 10, 2001 as Instrument No. 0010393593 of the Cook County Registry.

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SCHEDULE A (cont.)

Approximately 250 square feet of rooftop space of that property described in Exhibit B, initially containing certain communications equipment including, but not limited to:

- *PCS Antennas and microwave equipment
- *Three BTS Radio Equipment cabinets on concrete pads
- *One power panel measuring approximately 3'x 2'x1'
- *One Telco box measuring approximately 3'x2'x1'

and as depicted below which was attached as an exhibit to the Lease

