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THIS DOCUMENT PREPARED BY:

Thomas Shanabruch
McCaffery Interests, Inc.
875 North Michigan Avenue, Suite 1800
Chicago, IL 60611



Doc#: 1308116008 Fee: \$46.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/22/2013 10:16 AM Pg: 1 of 5

AFTER RECORDING RETURN TO:

Susan Matejcek
Jones Day
77 West Wacker Drive
Chicago, IL 60601-1692

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into this 12th day of March, 2013 by and between WCL Group Ltd ("**Tenant**"), and CJUF III McCaffery Roosevelt Park LLC ("**Landlord**").

Landlord and Tenant have entered into that certain letter agreement, executed as of March 12, 2013 (the "Agreement") authorizing Landlord to undertake certain actions and providing for potential financial obligations by each party to the other. In the event Tenant is due any reimbursement described in the Agreement after expiration of the applicable notice and cure periods, then, in addition to any other rights or remedies Tenant may have, Tenant shall have a lien against Landlord's interest in the property legally described on **Exhibit A** attached hereto ("**Property**") for recovery of any such amounts owed by Landlord to Tenant. The amount of such lien not only shall include the sum so due Tenant but also shall include the costs of collection of such amount and enforcement and foreclosure of such lien (including, without limitation, reasonable attorneys' fees). Such lien shall arise immediately upon the recording of a notice by Tenant (recorded together with an attachment thereto of an affidavit signed by an officer of Tenant stating that Landlord is in default of the Agreement after expiration of applicable notice and cure periods) with the Cook County Recorder of Deeds, and may be enforced by a proceeding in equity to foreclose such lien in like manner as a mortgage of real property in the State of Illinois or by any other remedy available by statute or at law or in equity. Such lien shall continue in full force and effect until such amount and costs of enforcement and collection as provided above have been paid in full. No conveyance of the Property or other divestiture of title (other than foreclosure of a lien which shall be superior) shall in any way effect or diminish any lien arising pursuant to this Memorandum. The extinguishment of a lien arising hereunder by the foreclosure of a superior lien shall not release Landlord from its obligation to pay the indebtedness that gave rise to the lien.

This Memorandum of Agreement and any lien filed or recorded in connection with the Agreement shall expire automatically upon Landlord and Tenant executing a

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lease agreement for the Property or the termination of the Agreement without additional obligations to be performed by Landlord.

This Memorandum of Agreement is not intended to be and shall not be construed as being a modification, addendum, or amendment of the Agreement. Reference must be made to the Agreement for all terms, provisions, covenants, and conditions and agreements between Landlord and Tenant. In the event of any conflict between this Memorandum of Lease and the Agreement, the terms of the Agreement shall control.

Upon expiration of the Agreement, Landlord and Tenant covenant and agree to execute an instrument in recordable form releasing the Property from the encumbrance created by recordation of this Memorandum of Agreement.

[signatures on following page]

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IN WITNESS WHEREOF the parties have hereto executed this Memorandum of Agreement on the date first above written.

LANDLORD:

CJUF III McCAFFERY ROOSEVELT PARK
LLC, a Delaware limited liability company

By: [Signature]

Name: EDMUND C. WOODBURY

Its: MEMBER

AGREED AND ACCEPTED

TENANT: WOL Group Ltd.

By: [Signature]

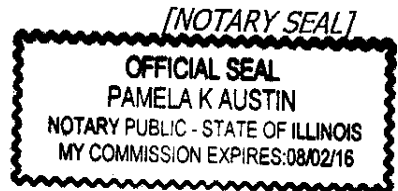
Name: STEVEN ALLEN

Title: CFD

STATE OF Illinois §
 §
COUNTY OF COOK §

This instrument was acknowledged before me on the 19th day of Mar, 2013 by Member of CJUF III McCAFFERY ROOSEVELT PARK LLC, a Delaware limited liability company on behalf of said limited liability company.

Notary Public, State of Illinois
My Commission Expires: 08/02/2016
Printed Name of Notary Public: PAMELA K. AUSTIN



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STATE OF England & Wales
COUNTY OF City of London §
§



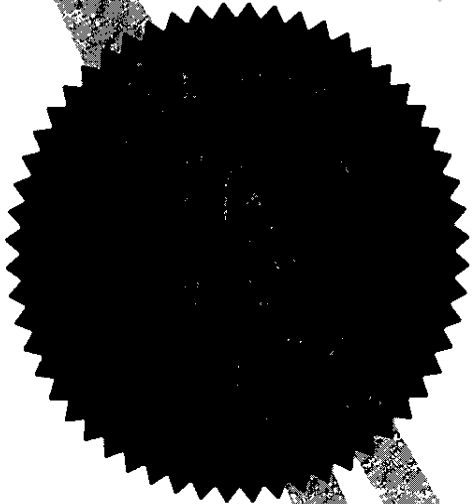
This instrument was acknowledged before me on the 15th day of MARCH, 2013 by STEVEN DAVID RUSSELL BROWN as the CHIEF FINANCIAL on behalf of WCL Group Ltd., a UNITED KINGDOM LIMITED LIABILITY COMPANY. OFFICER

Notary Public, State of [Signature]
My Commission Expires: WITH LIFE
Printed Name of Notary Public: JEREMY BROOKER BURGESS

[NOTARY SEAL]

Notary Public London, England
(J. B. BURGESS)
My Commission Expires with Life

Property of Cook County Clerk's Office



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EXHIBIT A

LEGAL DESCRIPTION AND PIN

LOT 2 IN ROOSEVELT COLLECTION SUBDIVISION BEING A SUBDIVISION OF THE
SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED DECEMBER 11, 2007,
AS DOCUMENT 0734503151, IN COOK COUNTY, ILLINOIS.

17-16-411-012-0000

Vacant Land, Chicago, Illinois

Property of Cook County Clerk's Office