

# UNOFFICIAL COPY

PREPARED BY AND AFTER  
RECORDING RETURN TO:

Caleb Jewell  
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Chicago, Illinois 60661



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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/30/2013 03:09 PM Pg: 1 of 5

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## MEMORANDUM OF LEASE

**Name and Address of Tenant:**

Heartland Human Care Services, Inc.  
208 S. LaSalle Street, Suite 1818  
Chicago, IL 60604

**Name and Address of Landlord:**

3500 South Giles, LLC  
208 S. LaSalle Street, Suite 1818  
Chicago, IL 60604

The parties hereto have entered into that certain unrecorded Lease Agreement dated as of even date herewith ("Commencement Date") (as such may be amended, modified, extended, supplemented, restated, and/or replaced from time to time, the "Lease"). This Memorandum is executed for the purpose of setting forth a summary of certain of the terms and provisions of such Lease. Reference to the Lease is hereby made for the complete description of all terms and provisions thereof.

SECTION 1. Description of Leased Property. Landlord is the owner of certain real property in the City of Chicago, Illinois, legally described in **Exhibit A** attached hereto and made a part hereof (collectively, the "Premises"), together with all improvements currently situated thereon. For sufficient consideration received, and on the terms and conditions more particularly set forth in the Lease, Landlord has leased to Tenant and Tenant has leased from Landlord the Premises, together with certain

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casements, licenses, rights of way, rights, privileges, benefits, interests and appurtenances described therein.

SECTION 2. Definitions: Rules of Usage. For purposes of this Memorandum, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Lease.

SECTION 3. Term of Use. The Term of the Lease shall commence on August 1, 2013 and shall continue until July 31, 2018, subject to five (5) extension options of five (5) years each.

SECTION 4. Use of Property. At all times during the Term, Tenant will comply with all obligations, and shall be permitted to exercise all rights and remedies (to the extent no event of default has occurred and is continuing) under the Lease throughout the Term and to exercise all other appurtenant rights thereto.

SECTION 5. Ratification. Except as specifically modified hereby, the terms and provisions of the Lease are hereby ratified and confirmed and remain in full force and effect.

SECTION 6. GOVERNING LAW. THE LEASE AND THIS MEMORANDUM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

SECTION 8. Counterpart Execution. This Memorandum may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

SECTION 9. Incorporation of Lease. The provisions set forth in the written Lease referred to above are hereby incorporated by reference into this Memorandum. In the event of any conflict between the terms hereof and the terms of the Lease, the terms of the Lease shall govern and control in all respects.

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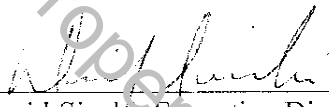
IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum to be duly executed by an officer thereunto authorized as of the 1<sup>st</sup> day of July, 2013.

TENANT:

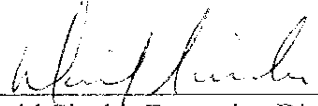
LANDLORD:

**HEARTLAND HUMAN CARE SERVICES, INC.,**  
an Illinois not-for-profit corporation

**3500 SOUTH GILES, LLC,**  
an Illinois limited liability company

By:   
David Sinski, Executive Director

By: Heartland Human Care Services, Inc.,  
an Illinois not-for-profit corporation,  
its sole member

By:   
David Sinski, Executive Director

Property of Cook County Clerk's Office

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## ACKNOWLEDGMENT

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, Kelli Harsch, a Notary Public in and for said County in the State aforesaid, do hereby certify that David Sinski, the Executive Director of Heartland Human Care Services, Inc., the sole member of 3500 South Giles, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such sole member appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on July 23, 2013.

Kelli Harsch

Notary Public

My Commission Expires:  
\_\_\_\_\_



## ACKNOWLEDGMENT

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, Kelli Harsch, a Notary Public in and for said County in the State aforesaid, do hereby certify that David Sinski, the Executive Director of Heartland Human Care Services, Inc., is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Director appeared before me this day in person and acknowledged that he signed and delivered such instrument as his/her own free and voluntary act, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on July 23, 2013.

Kelli Harsch

Notary Public

My Commission Expires:  
\_\_\_\_\_



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## EXHIBIT A LEGAL DESCRIPTION

Parcel 1: Lots 1, 2, 3, and 4, all inclusive, in County Clerk's Division of the East 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (excepting that part thereof taken and used for public alley purposes).

Parcel 2: Lots 1 and 2 in Dales Subdivision of the West 1/2 of the East 1/2 of the North 10 acres of Nelson's Subdivision of the West 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: Lots 3 and 4 in Dales Subdivision of the West 1/2 of the East 1/2 of the North 10 acres of Nelson's Subdivision of the West 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Pins: 17-34-310-002; 17-34-310-003; 17-34-310-004; 17-34-310-055; 17-34-310-056;  
17-34-310-057; 17-34-310-058

Address: 3500 South Giles, Chicago, Illinois