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Doc#: 1405116041 Fee: \$56.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/20/2014 12:37 PM Pg: 1 of 10

After Recording, Mail To:

First American Title Insurance Company
Attention: Heather Peterson
30 North LaSalle Street, Suite 2700
Chicago, Illinois 60602

383

SPACE ABOVE FOR RECORDER'S USE ONLY

Memorandum of Lease

Pin # 01-30-100-008-0000
BARRINGTON HILLS, IL

First American Title Order # 503678

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MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum"), entered into as of this 29th day of January, 2014, by and between **NATIONAL RETAIL PROPERTIES, LP**, a Delaware limited partnership, whose address is 450 South Orange Avenue, Suite 900, Orlando, Florida 32801, as Landlord, and **INSURANCE AUTO AUCTIONS, INC.**, an Illinois corporation, whose address is Two Westbrook Corporate Center, Suite 500, Westchester, Illinois 60154, as Tenant.

WITNESSETH:

THAT, Landlord and Tenant have heretofore entered into a certain Lease Agreement dated January 29, 2014 (the "Lease") covering certain premises consisting of, among other things, certain real property located in Cook County, Illinois more particularly described on Exhibit A attached hereto upon which there is constructed and located certain improvements (together the "Premises"), and

WHEREAS, it is the desire of both Landlord and Tenant to memorialize the Lease and set forth certain pertinent data with respect thereto,

NOW THEREFORE, with respect to the Lease, Landlord and Tenant hereby acknowledge and agree as follows:

1. Demise. The Premises has been and is hereby demised, let and leased by Landlord to Tenant, and taken and accepted by Tenant from Landlord, all pursuant to and in accordance with the Lease.
2. Term. The Initial Term of the Lease is from January 29, 2014, until the last day of the month following the 20th anniversary of the Rent Commencement Date (as such term is defined in the Lease). Tenant has the right, privilege and option to renew and extend the Initial Term of the Lease for up to four (4) additional periods of five (5) years each, subject to any further extensions that may be provided under the terms of the Lease from time to time.
3. Possession. Landlord has delivered possession of the Premises to Tenant and Tenant has accepted delivery and taken possession of the Premises from Landlord.
4. Liens on Landlord's Interest Prohibited. By the terms of the Lease, Landlord's interest in the Premises may not be subjected to liens of any nature by reason of Tenant's construction, alteration, repair, restoration, replacement or reconstruction of any improvements on or in the Premises, including those arising in connection with or as an incident to the renovation of the improvements located on the Premises, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, mechanics' and materialmen's liens. Accordingly, all persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets (including Landlord's interest in the Premises) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, repair, restoration, renovation, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no

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power, right or authority to subject Landlord's interest in the Premises to any mechanic's or materialmen's lien or claim of lien.

5. Subordination and Attornment. The Lease specifically provides that the Lease and Tenant's leasehold interest in and to the Premises are junior, inferior, subordinate and subject in all respects to any mortgage or mortgages now or hereafter in force and effect upon or encumbering the Premises or any portion thereof, provided that Tenant's possession and use of the Premises are recognized and not disturbed by any such mortgagee until Tenant's right to possession of the Premises shall have been terminated in accordance with the provisions of the Lease. Tenant shall, and has agreed to, attorn to any successor of the interest of Landlord under the Lease, including the purchaser at any foreclosure sale occasioned by the foreclosure of any such mortgage or mortgages, for the balance of the Term of the Lease remaining at the time of the succession of such interest to such successor.

6. Inconsistent Provisions. The provisions of this Memorandum constitute only a general description of the content of the Lease with respect to matters set forth herein. Accordingly, third parties are advised that the provisions of the Lease itself shall be controlling with respect to all matters set forth herein. In the event of any discrepancy between the provisions of the Lease and this Memorandum, the provisions of the Lease shall take precedence and prevail over the provisions of this Memorandum.

7. Termination of Lease. All rights of Tenant in the Premises shall terminate upon the expiration or earlier termination of the Lease, which may be evidenced by a written notice of such expiration or termination recorded or filed by Landlord among the appropriate land records of the County in which the Premises is located.

[Signature and Notary Pages Follow]

JK
1-27-14

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IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be duly executed on or as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

“LANDLORD”

NATIONAL RETAIL PROPERTIES, LP, a
Delaware limited partnership

By: NNN GP Corp., a Delaware
corporation, as General Partner


Name: _____

Name: _____

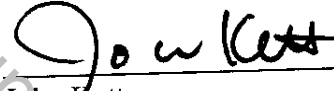
By: _____
Name: _____
Its: _____

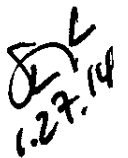
“TENANT”

INSURANCE AUTO AUCTIONS, INC., an
Illinois corporation


Name: Richard Hoop


Name: Elisa Socha

By: 
Name: John Kett
Its: President and Chief Financial Officer


1.27.14

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STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by _____, as _____ of NNN GP Corp., a Delaware corporation, the general partner of National Retail Properties, LP, a Delaware limited partnership. He/she is personally known to me or has produced _____ as identification.

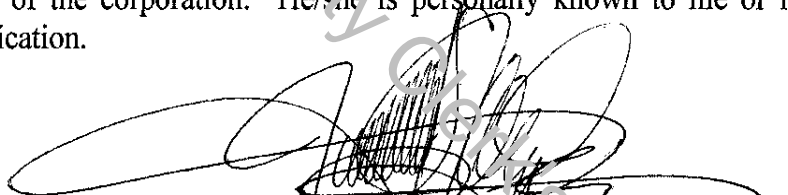
Property of Cook County Office

Print Name: _____
Notary Public, State of _____
Commission #: _____
My commission expires: _____

(NOTARY SEAL)

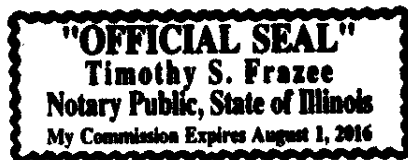
STATE OF ILLINOIS
COUNTY OF DuPage

The foregoing instrument was acknowledged before me this 29th day of January, 2014 by John Kett, as President and Chief Financial Officer of Insurance Auto Auctions Inc., an Illinois corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.



Print Name: Timothy S. Frazee
Notary Public, State of ILLINOIS
Commission #: _____
My commission expires: 8-1-16

(NOTARY SEAL)



JK
1.27.14

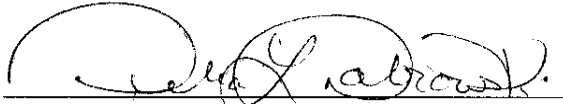
UNOFFICIAL COPY

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be duly executed on or as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

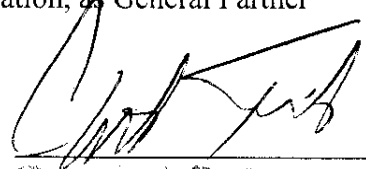
“LANDLORD”

to will
NATIONAL RETAIL PROPERTIES, LP, a
Delaware limited partnership


Name: Debra Dabrowski

By: NNN GP Corp., a Delaware
corporation, as General Partner


Name: M. KOSTKA

By: 
Name: Christopher P. Tessitore
Its: Executive Vice President

“TENANT”

INSURANCE AUTO AUCTIONS, INC., an
Illinois corporation

Name: _____

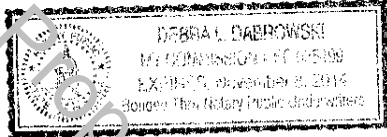
Name: _____

By: _____
Name: John Kett
Its: President and Chief Financial Officer

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STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28th day of January, 2014 by Christopher P. Tessitore, as Executive Vice President of NNN GP Corp., a Delaware corporation, the general partner of National Retail Properties, LP, a Delaware limited partnership. He/she is personally known to me or has produced _____ as identification.



Debra L. Dabrowski

Print Name: Debra Dabrowski
Notary Public, State of _____
Commission #: _____
My commission expires: _____

(NOTARY SEAL)

STATE OF ILLINOIS
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 by John Kett, as President and Chief Financial Officer of Insurance Auto Auctions Inc., an Illinois corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public, State of _____
Commission #: _____
My commission expires: _____

(NOTARY SEAL)

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Exhibit A

Real property in the City of East Dundee, County of Cook, State of Illinois, described as follows:

PARCEL 1:

LOT 1 IN THE FINAL PLAT OF SUBDIVISION OF VCNA PRAIRIE SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ~~February 13~~ 2013 AS DOCUMENT 1404429095, IN COOK COUNTY, ILLINOIS.

BEING ALSO DESCRIBED AS:

THE NORTH 917.09 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THE SOUTH HALF OF LOT 1 AND THE SOUTH 5 ACRES OF THE NORTH HALF OF SAID LOT 1 (EXCEPT THAT PART OF SAID LOT 1 AND OF SAID SOUTH 5 ACRES LYING SOUTHEASTERLY OF THE NORTHWESTERLY RIGHT OF WAY LINE OF HEALY ROAD) IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO THE SOUTH HALF OF LOT 2 AND THE SOUTH 5 ACRES OF THE NORTH HALF OF SAID LOT 2 (EXCEPT THAT PART OF SAID LOT 2 AND OF SAID SOUTH 5 ACRES LYING SOUTHEASTERLY OF THE NORTHWESTERLY RIGHT OF WAY LINE OF HEALY ROAD) IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THE WEST 190.0 FEET OF THE SOUTH HALF OF SAID LOT 2 AND ALSO EXCEPTING THE WEST 190.00 FEET OF THE SOUTH 5 ACRES OF THE NORTH HALF OF SAID LOT 2 CONVEYED TO THE COMMONWEALTH EDISON COMPANY BY DOCUMENT NUMBER 18454231 RECORDED APRIL 23, 1962) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EXCLUSIVE EASEMENT FOR THE INGRESS AND EGRESS OF VEHICLES AND PEDESTRIANS ON, OVER AND ACROSS THE EASEMENT TO PARCEL TO HEALY ROAD AS SET FORTH AND DEFINED IN ACCESS EASEMENT AGREEMENT MADE BY AND BETWEEN VCNA PRAIRIE, INC., AND _____, DATED

JANUARY 29, ~~2013~~ AND RECORDED 2 ~~20~~, ~~2013~~ AS DOCUMENT 1405116040 ~~2014~~ 2014

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BEING ALSO DESCRIBED AS:

TRACT I

THAT PART OF THE WEST HALF OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 31 IN POND GATE FARM SUBDIVISION ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2001 AS DOCUMENT 0010876354; THENCE SOUTH 00 DEGREES 07 MINUTES 37 SECONDS WEST, 917.25 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE EAST LINE OF THE WEST 190 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 30 TO THE INTERSECTION WITH A LINE 917.09 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID POND GATE FARM SUBDIVISION ADDITION; THENCE SOUTH 89 DEGREES 03 MINUTES 01 SECONDS EAST, 916.09 FEET ALONG SAID PARALLEL LINE TO A POINT ON A NON-TANGENT CURVE AND THE POINT OF BEGINNING; THENCE 137.40 FEET SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 55.00 FEET, SUBTENDING A CHORD BEARING SOUTH 17 DEGREES 29 MINUTES 07 SECONDS EAST, 104.36 FEET; THENCE SOUTH 00 DEGREES 56 MINUTES 59 SECONDS WEST, 29.20 FEET TO A CURVE TANGENT TO THE LAST DESCRIBED COURSE; THENCE 24.17 FEET SOUTHERLY ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 79.00 FEET, SUBTENDING A CHORD BEARING SOUTH 07 DEGREES 48 MINUTES 57 SECONDS EAST, 24.08 FEET TO A LINE TANGENT TO THE LAST DESCRIBED CURVE; THENCE SOUTH 16 DEGREES 34 MINUTES 53 SECONDS EAST, 269.40 FEET TO A CURVE TANGENT TO THE LAST DESCRIBED COURSE; THENCE 153.38 FEET SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 545.00 FEET, SUBTENDING A CHORD BEARING SOUTH 08 DEGREES 31 MINUTES 09 SECONDS EAST, 152.87 FEET TO A CURVE 66.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT-OF-WAY LINE OF HEALY ROAD; THENCE 224.14 FEET SOUTHERLY ALONG SAID CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2033.00 FEET, SUBTENDING A CHORD BEARING SOUTH 20 DEGREES 02 MINUTES 41 SECONDS WEST, 224.03 FEET TO A LINE TANGENT TO THE LAST DESCRIBED CURVE; THENCE SOUTH 16 DEGREES 59 MINUTES 10 SECONDS WEST, 196.05 FEET TO A NON-TANGENT CURVE; THENCE 237.83 FEET NORTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1479.00 FEET, SUBTENDING A CHORD BEARING NORTH 12 DEGREES 22 MINUTES 46 SECONDS EAST, 237.58 FEET TO A LINE TANGENT TO THE LAST DESCRIBED CURVE; THENCE NORTH 07 DEGREES 46 MINUTES 21 SECONDS EAST, 98.01 FEET TO A CURVE TANGENT TO THE LAST DESCRIBED COURSE; THENCE 203.60 FEET NORTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 479.00 FEET, SUBTENDING A CHORD BEARING NORTH 04 DEGREES 24 MINUTES 16 SECONDS WEST, 202.07 FEET TO LINE TANGENT TO THE LAST DESCRIBED CURVE; THENCE NORTH 16 DEGREES 34 MINUTES 53 SECONDS WEST, 269.40 FEET TO A CURVE TANGENT TO THE LAST DESCRIBED COURSE; THENCE 44.37 FEET NORTHERLY ALONG A CURVE

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CONCAVE TO THE EAST, HAVING A RADIUS OF 145.00 FEET, SUBTENDING A CHORD BEARING NORTH 07 DEGREES 48 MINUTES 57 SECONDS WEST, 44.19 FEET TO A LINE TANGENT TO THE LAST DESCRIBED CURVE; THENCE NORTH 00 DEGREES 56 MINUTES 59 SECONDS EAST, 29.20 FEET TO A NON-TANGENT CURVE; THENCE 137.40 FEET NORTHERLY ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 55.00 FEET, SUBTENDING A CHORD BEARING NORTH 19 DEGREES 23 MINUTES 04 SECONDS EAST, 104.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 1.1178 ACRES MORE OR LESS.

TRACT II:

THAT PART OF THE WEST HALF OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 31 IN POND GATE FARM SUBDIVISION ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2001 AS DOCUMENT 0010876354; THENCE SOUTH 00 DEGREES 07 MINUTES 37 SECONDS WEST, 917.25 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE EAST LINE OF THE WEST 190 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 30 TO THE INTERSECTION WITH A LINE 917.09 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID POND GATE FARM SUBDIVISION ADDITION; THENCE SOUTH 89 DEGREES 03 MINUTES 01 SECONDS EAST, 1045.22 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 03 MINUTES 01 SECONDS EAST, 30.00 FEET ALONG SAID PARALLEL LINE TO A POINT ON A NONTANGENT CURVE; THENCE 89.54 FEET SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 57.00 FEET, SUBTENDING A CHORD BEARING SOUTH 45 DEGREES 56 MINUTES 58 SECONDS WEST, 80.61 FEET TO A LINE TANGENT TO THE LAST DESCRIBED CURVE; THENCE NORTH 89 DEGREES 03 MINUTES 01 SECONDS WEST, 47.17 FEET TO A NON-TANGENT CURVE; THENCE 31.38 FEET NORTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 55.00 FEET, SUBTENDING A CHORD BEARING NORTH 13 DEGREES 18 MINUTES 36 SECONDS WEST, 30.95 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 01 SECONDS EAST, 54.80 FEET TO A CURVE TANGENT TO THE LAST DESCRIBED COURSE; THENCE 42.41 FEET NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 27.00 FEET, SUBTENDING A CHORD BEARING NORTH 45 DEGREES 56 MINUTES 58 SECONDS EAST, 38.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 3,463 SQUARE FEET (0.0795 ACRES) MORE OR LESS.

DLK
1.27.04