



Doc#: 1510415066 Fee: \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/14/2015 01:46 PM Pg: 1 of 5

PREPARED BY  
AND WHEN RECORDED, MAIL TO:

Strategic Leasing Law Group, LLP  
120 South Riverside Plaza  
Suite 2190  
Chicago, Illinois 60606  
Attn: Glen R. Comblath, Esq.

## MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this "Memorandum") is made and entered into as of February 24, 2014, by and between CORNERSITE PALOS, LLC, an Illinois limited liability company, located at 3190 Decittie Drive, Northbrook, Illinois 60062 ("Landlord"), and MARNAT, INC., an Illinois corporation, d/b/a LOU MALNATI'S PIZZERIA, located at 3685 Woodhead Drive, Northbrook, Illinois, 60022, Attention: President ("Tenant").

1. **Leased Premises.** Pursuant to that certain Store Lease dated as of February 24, 2014 (the "Lease") between Landlord and Tenant, Landlord leases to Tenant, and Tenant leases from Landlord, that certain premises and improvements (the "Leased Premises") known as 12801 South Harlem Avenue, Unit D, Palos Heights, Illinois, 60463, consisting of approximately 1,915 square feet of Rentable Area (as defined in the Lease). The Leased Premises are a part of the shopping center located at 12801 South Harlem Avenue, Palos Heights, Illinois (the "Shopping Center"). The Shopping Center is legally described in Exhibit A attached hereto and the Leased Premises are depicted on Exhibit B attached hereto.

2. **Term/Commencement Date.** The term of this Memorandum and the Lease shall commence in accordance with the terms of the Lease, and shall expire on the last day of the tenth (10<sup>th</sup>) Lease Year (as defined in the Lease), subject to Tenant's right to extend as provided in the following sentence. Tenant is granted two (2) options to extend the original term for additional periods of five (5) years each.

3. **Work Performed by Tenant.** No work performed by, for, or at the direction of, Tenant shall be deemed to be for the use and benefit of Landlord, so all persons performing such work are hereby on notice that no mechanics' or other lien shall be allowed against the estate of Landlord or its principals with reference to the providing of any goods or services with respect thereto.

4. **Interpretation.** Landlord and Tenant further acknowledge and affirm that this Memorandum is not a complete summary of the Lease and is entered into to provide notice to third parties of the existence of the Lease. Accordingly, Landlord and Tenant hereby agree that this Memorandum shall not be used in interpreting the Lease provisions and that, in the event of conflict between this Memorandum and the Lease, the Lease shall control.

5. **Night Time Parking.** If, at any time, Tenant determines in its reasonable judgment that Tenant must reserve night time parking, then within ten (10) days after notice from Tenant, Landlord shall reserve eight (8) parking spaces for the exclusive use by Tenant, its customers and delivery drivers, after 5:00 PM, which exclusive parking spaces shall be located adjacent to the entries of the Leased Premises, in the locations marked as "1, 2, 3, etc." on Exhibit B attached hereto. Tenant shall have the right (but not the obligation) from time to time or all of the time to designate such spaces as fifteen-minute carryout parking spaces for Tenant's customers and Tenant's delivery drivers only and that any violators will be towed at the owner's expense. Tenant shall have the right to enforce Tenant's and its customers' exclusive rights to use such parking spaces. Such parking spaces may be designated by movable signs prepared by Tenant, at Tenant's sole cost and expense and in compliance with all Laws, and put in place by Tenant after 5:00 PM and only during Tenant's hours of operation.

[Signatures are on the following pages]

# UNOFFICIAL COPY

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

LANDLORD:

CORNERSITE PALOS, LLC

By: [Signature]  
Name: David Schwartz  
Title: Manager

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

BE IT REMEMBERED, that on the 18 day of February, 2018, before me, a Notary Public in and for said County, personally appeared David Schwartz the MANAGER of Cornersite Palos, LLC, an Illinois limited liability company, the LANDLORD in the foregoing Memorandum of Lease, who acknowledged that the signing thereof was the duly authorized act and deed of said company and his free and voluntary act and deed as said company for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My Commission Expires: 10/8/18

[Signature]  
Notary Public

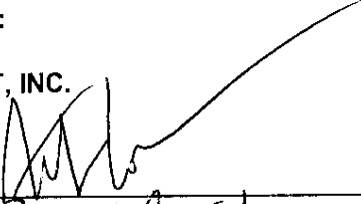


# UNOFFICIAL COPY

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

TENANT:

MARNAT, INC.

By:   
 Name: STUART COHEN  
 Title: VICE CHAIRMAN

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

BE IT REMEMBERED, that on the 15<sup>th</sup> day of April, 2014, before me, a Notary Public in and for said County personally appeared Stuart Cohen, the Vice Chairman of Marnat, Inc., an Illinois corporation, the TENANT in the foregoing Memorandum of Lease, who acknowledged that the signing thereof was the duly authorized act and deed of said corporation and his free and voluntary act and deed as said officer for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

  
 Notary Public

My Commission Expires:  
12/28/15



# UNOFFICIAL COPY

**EXHIBIT A  
To Memorandum of Lease**

Legal Description

THE NORTH 150 FEET OF THE WEST 250 FEET OF THE NORTH 300 FEET OF THE SOUTH 647 FEET OF THE WEST 650 FEET OF THE NORTH 32.52 ACRES OF THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM WEST 50 FEET THEREOF, TAKEN AND USED FOR ROAD PURPOSES.

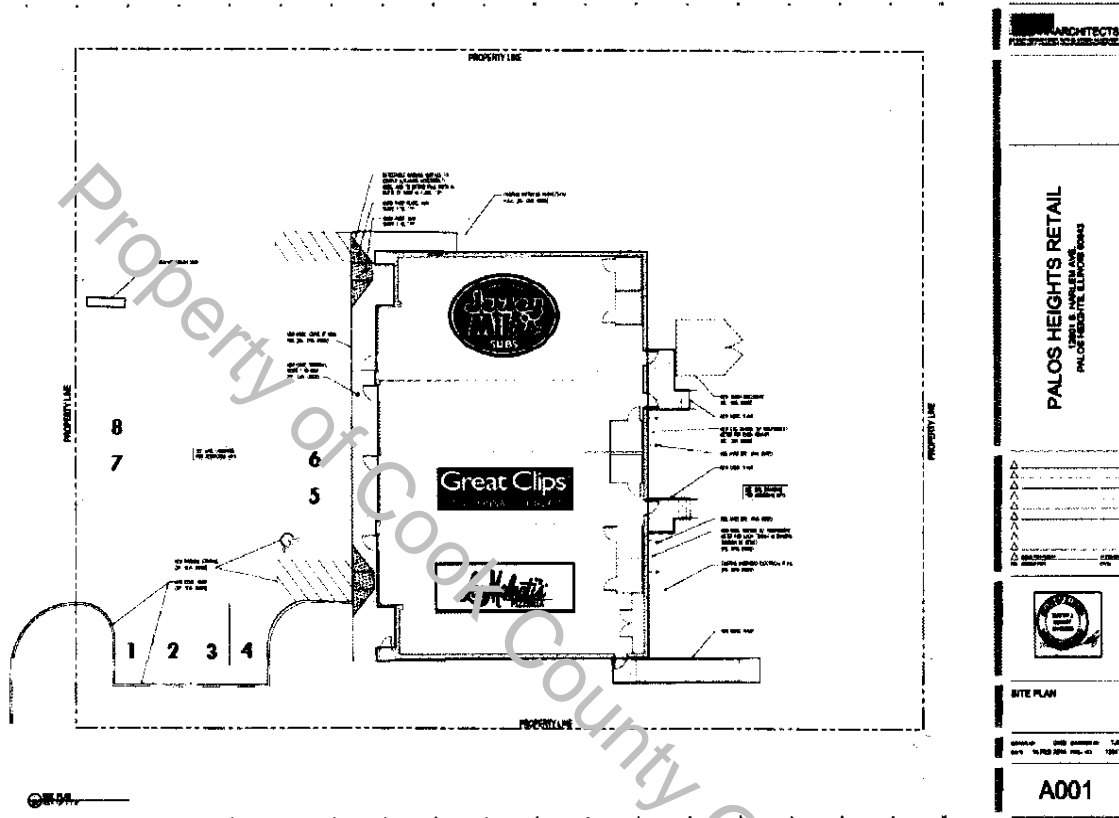
Common Address: 12801 South Harlem Avenue, Palos Heights, Illinois 60463

PIN: #24-31-100-036-0000

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT B To Memorandum of Lease Depiction of Leased Premises



4842-5979-1387, v. 1