

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/23/2015 04:45 PM Pg: 1 of 5

## MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease ("Memorandum") is entered into as of the 23<sup>rd</sup> day of November, 2015, between the HOUSING AUTHORITY OF COOK COUNTY, an Illinois municipal corporation, ("Landlord"), and NEW FOUNDATION CENTER, INC., an Illinois not-for-profit corporation ("Tenant").

### RECITALS:

A. Landlord and Tenant are parties to that certain Ground Lease dated November 23, 2015 (the "Lease") for the lease of the real property located at 215 W. Miner Street, Arlington Heights, IL 60005, commonly known as Albert Goedke Apartments, as legally described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Landlord and Tenant desire to record this Memorandum in lieu of recording the Lease itself for the purpose of placing the public on notice of inquiry that the Property is subject to the terms and conditions of the Lease, the provisions thereof material to this Memorandum being incorporated herein and made a part hereof by reference.

Without limitation, the Lease contains the following covenants and agreements between Landlord and Tenant, to-wit:

1. Definitions. Capitalized terms used herein which are not otherwise defined herein, shall have the respective meaning ascribed to them in the Lease.

2. Term. The Term of the Lease shall commence upon November 23, 2015 (the "Commencement Date") and shall expire ninety-nine (99) years from the Commencement Date.

3. Inquiry. Inquiries regarding the Lease may be directed to the Housing Authority of Cook County, 175 W. Jackson Blvd., Suite 350, Chicago, Illinois 60604, Attention: Executive Director.

4. Miscellaneous.

(a) Nothing contained in this Memorandum is intended, nor shall be construed to, or does change, modify, amend, limit or affect any of the terms or provisions of the

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Lease or the rights, duties and obligations of Landlord and Tenant thereunder, all of which remain in full force and effect.

(b) This Memorandum shall automatically terminate, without the necessity of the execution of any further document or instrument, upon the date of termination or expiration of the Lease (or of Tenant's right to possession thereunder, which ever occurs first).

(c) This Memorandum is binding on and shall inure the benefit of the parties and their respective heirs, executors, personal representatives, successors and assigns and shall be appurtenant to and shall run with the land.

(d) This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) This Memorandum is not a complete summary of the Lease and accordingly, Landlord and Tenant agree that this Memorandum shall not be used in interpreting the Lease and that, in the event of any conflict between the terms of this Memorandum and the terms of the Lease, the terms of Lease shall control.

*[Signature page follows]*

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IN WITNESS WHEREOF, this Memorandum of Ground Lease is executed as of the date first above written.

**Landlord:**

**HOUSING AUTHORITY OF COOK  
COUNTY**, an Illinois municipal corporation

By: *Richard J. Monocchio*  
Richard J. Monocchio, Executive Director

STATE OF ILLINOIS )  
  )ss.  
COUNTY OF COOK     )

I, *Joseph C. Farwell*, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard J. Monocchio, the Executive Director of the **Housing Authority of Cook County**, an Illinois municipal corporation, who 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 or she signed and delivered said instrument as his or her own free and voluntary act and as the free and voluntary act of said municipal corporation, for the uses purposes therein set forth.  
GIVEN under my hand and official seal this *23<sup>rd</sup>* day of *November*, 2015.



*Jos. C. Farwell*  
Notary Public



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**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE REAL ESTATE**  
**Goedke House Apartments**

Common Address: 215 West Miner Street, Arlington Heights, Illinois,

**60005 PERMANENT INDEX NUMBERS:**

03-30-418-015-0000 (PARCEL 1)

03-30-418-014-0000 (PARCEL 2)

03-30-418-034-0000 (PARCEL 2)

03-30-418-035-0000 (PARCEL 3)

03-30-418-036-0000 (PARCEL 4)

03-30-418-037-0000 (PARCEL 4)

**PARCEL 1:**

LOT 2 IN BLOCK 3 IN MINERS' ADDITION TO DUNTON, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOTS 1 AND 4 IN BLOCK 4 IN MINERS' ADDITION TO DUNTON, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOT 3 IN BLOCK 3 IN MINERS' ADDITION TO DUNTON, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

LOT 3 IN BLOCK 2 AND LOT 4 IN BLOCK 3 IN MINERS' ADDITION TO DUNTON, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.