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Doc# 1627841054 Fee \$46.00

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/04/2016 12:30 PM PG: 1 OF 5

PREPARED BY:

Jones Day  
77 West Wacker Drive  
Chicago, Illinois, 60601  
Attention: Brian L. Sedlak, Esq.

RECORDING REQUESTED BY, AND  
WHEN RECORDED, RETURN TO:

Greenberg Traurig, LLP  
77 West Wacker Drive, Suite 3100  
Chicago, Illinois, 60601  
Attention: Andrew T. White, Esq.

(Space above this line for Recorder's use)

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (THIS "INSTRUMENT"),  
DATED AS OF THE 21 DAY OF SEPTEMBER, 2016 BY AND BETWEEN FMB  
PORTFOLIO BD OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY  
("LANDLORD"), AND FIRST MIDWEST BANK, AN ILLINOIS STATE-CHARTERED  
BANK ("TENANT");

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement, dated  
September 21, 2016 (the "Lease") covering that certain tract or parcel of real property and  
improvements thereon, more particularly described on Exhibit A attached hereto and by this  
reference made a part hereof (the "Leased Property");

WHEREAS, Landlord and Tenant desire to execute, deliver and record this Instrument to  
provide constructive notice of the existence of the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements  
herein contained and for other good and valuable consideration, the receipt and sufficiency of  
which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

(a) Leased Property. Subject to the terms and conditions of the Lease, all of which  
terms and conditions are incorporated herein by reference, Landlord has leased and by these  
presents does hereby lease to Tenant, and Tenant has leased, and by these presents does hereby  
lease from Landlord, the Leased Property.

RECORDER REVIEW

*Rv*

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(b) Initial Term. The initial term of the Lease commenced on September <sup>27</sup>, 2016 (the "**Commencement Date**") and expires at midnight on September <sup>30</sup>, 2030 (the "**Expiration Date**").

(c) Renewal Terms. Under the terms of the Lease, Tenant is granted options to renew the term of the Lease following the expiration of the initial term for five (5) additional renewal terms of five (5) years each.

(d) Incorporation of Lease. The provisions set forth in the Lease are hereby incorporated into this Instrument as if set out in full herein. Nothing contained herein is intended to or does change or modify any of the terms or provisions of the Lease, or the rights, duties, obligations, conditions and agreements created thereby, all of which remain in full force and effect. In the event any conflict or inconsistency between the terms of this Instrument and the terms of the Lease, the terms of the Lease, as applicable, shall govern and control for all purposes.

(e) Miscellaneous. This Instrument shall be deemed to be a contract entered into pursuant to the laws of the State where the Leased Property is located and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State where the Leased Property is located. This Instrument may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

[Signature page follows]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Instrument under seal as of the day and year first above set forth.

**LANDLORD:**

**FMB PORTFOLIO BD OWNER, LLC,**  
A DELAWARE LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Name: James Hennessey  
Title: Managing Director

STATE OF Illinois )  
COUNTY OF Cook ) SS

I, Katherine Hyde a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT James Hennessey, personally known to me to be the Managing Director of FMB PORTFOLIO BD OWNER, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to proper authority given said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

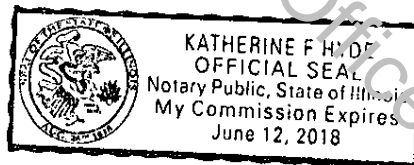
GIVEN under my hand and notarial seal this 20<sup>th</sup> day of Sept, 2016.

Katherine Hyde  
Notary Public

[SEAL]

My commission expires:

6/12/2018



[Signatures continue on following page]

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TENANT:

**FIRST MIDWEST BANK,**  
an Illinois state-chartered bank

By: *SAWA*

Name: Steven C. Babinski

Title: Vice President and Assistant General Counsel

STATE OF ILLINOIS                    )  
  )     SS  
COUNTY OF COOK                    )

I, *Paulette K. Hasett*, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Steven C. Babinski, personally known to me to be the Vice President and Assistant General Counsel of FIRST MIDWEST BANK, an Illinois state-chartered bank, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to proper authority given said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said Illinois state-chartered bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this *21st* day of September, 2016.

*Paulette K. Hasett*  
Notary Public

[SEAL]

My commission expires:

*2/19/2018*



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## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN THE 1030 DIXIE HIGHWAY SUBDIVISION ACCORDING TO THE FINAL PLAT OF RE-SUBDIVISION RECORDED FEBRUARY 19, 2016 AS DOCUMENT 1605029013, SECTION 20, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT DATED DECEMBER 15, 1973 AND RECORDED FEBRUARY 6, 1974 AS DOCUMENT 22622505 FROM CHICAGO HEIGHTS NATIONAL BANK TO JETCO PROPERTIES, INC., FOR THE PURPOSE OF INGRESS AND EGRESS.

**PIN:** 32-20-205-014-0000.

**Address:** 1030 Dixie Highway, Chicago Heights, Illinois. 60411

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