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Doc# 1627841058 Fee \$46.00

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/04/2016 12:41 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.

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(b) Initial Term. The initial term of the Lease commenced on September 21, 2016 (the "**Commencement Date**") and expires at midnight on September 30, 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]

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TENANT:

FIRST MIDWEST BANK,
an Illinois state-chartered bank

By: *SA Babinski*

Name: Steven C. Babinski

Title: Vice President and Assistant General Counsel

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

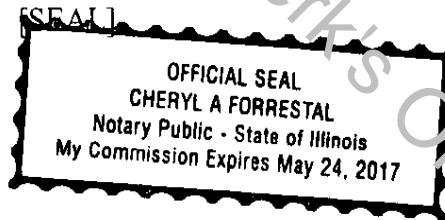
I, *Cheryla Forrestal*, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Steven C. Babinski, personally known to me to be the Vice President and Assistant General Counsel of FIRST MIDWEST BANK, an Illinois state-chartered bank, and personally known to me to be the 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.

Cheryla Forrestal
Notary Public

My commission expires:

May 24, 2017



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EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION

LOT 1 IN COMMUNITY BANK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT FILED DECEMBER 29, 1972 AD LR266773, IN COOK COUNTY, ILLINOIS.

PIN: 32-06-118-020-0000

Address: 1860 S. Dixie Hwy, Homewood, Illinois 60430

Property of Cook County Clerk's Office