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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/01/2016 10:47 AM PG: 1 OF 6

Space Above for Recorder's Use Only

TITLE OF DOCUMENT: Memorandum of Lease
DATE OF DOCUMENT: September 12, 2016
GRANTOR/LANDLORD: GW FIDELITY 2E, LLC
GRANTEE/TENANT: Custom Cellular, Inc.
LEGAL DESCRIPTION: See attached Exhibit 1
PERMANENT INDEX NUMBER: 16-33-101-015-0000
REFERENCE BOOK & PAGE: N/A

NOTE: THE TERMS "GRANTOR" AND "GRANTEE" AS USED IN THIS COVER PAGE ARE FOR RECORDING AND INDEXING PURPOSES ONLY. THE INSTRUMENT ITSELF MAY REFER TO THE PARTIES BY OTHER DESIGNATIONS.

This instrument was prepared by
and when recorded return to:
Ben D. McIntosh
Carmody MacDonald P.C.
120 S. Central Ave., Suite 1800
St. Louis, MO 63105

S Yes
P 6
S No
M No
SCVS Yes
E Yes
INT Yes

Fps.

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MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this "**Memorandum**"), dated for reference purposes only as of the 12th day of September, 2016 is by and between GW FIDELITY 2E, LLC, an Illinois limited liability company ("**Landlord**"), and CUSTOM CELLULAR, INC., a Missouri corporation ("**Tenant**"), with regard to that certain Lease Agreement dated as of September 12, 2016 between Landlord and Tenant (the "**Lease**").

NOW, THEREFORE, it is hereby agreed as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the same meanings as set forth for those terms in the Lease.

2. Landlord is the fee owner of the shopping center described on Exhibit 1 attached hereto, together with improvements constructed thereon (the "**Shopping Center**"). The Premises leased to Tenant pursuant to the Lease consist of approximately 2,500 square feet and are located within the Shopping Center at 5201-5229 West Touhy Avenue Skokie, IL 60077.

3. The initial Term of the Lease is approximately 10 years from the Commencement Date, and the Lease establishes that Tenant shall have 2 extension options of 5 years each.

4. Tenant may use and occupy the Premises with unrestricted access for any lawful use, including but not limited to: (i) the sale of wireless communication products and services, local and long distance services and products, cable television products and services, satellite products and services, video entertainment products and services, Internet access products and services, mobile electronic devices and services, home or office automation and security products and services, and any other related products and services available now or in the future from Cingular Wireless, LLC, New Cingular Wireless, LLC, AT&T Mobility, LLC, AT&T Mobility II, LLC, Tenant, and/or their respective parents, subsidiaries, or affiliated companies; (ii) the installation, repair, and servicing of such equipment and products; (iii) the incidental storage of equipment used in connection with such business; and/or (iv) any activities reasonably related to or arising in connection with the conduct of such permitted businesses.

5. Tenant shall have the exclusive right within the Shopping Center to provide, offer, service, and/or sell the following goods and services to the public: communication products and services including, but not limited to wireless communications products and services; long and local distances products and services; cable television products and services; Internet access products and services; and any substitutes which are the technological evolution of the foregoing. The provisions of this Section 5 shall run with the land, burdening the Shopping Center other than the Premises and benefitting the Premises and the successors and assigns thereof.

6. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. The terms and conditions of the Lease, as may be amended, are incorporated herein as though set forth in full. In the event of any conflict between the provisions of this instrument and the Lease, the provisions of the Lease shall control. This Memorandum is not intended, and shall not be construed, to limit or modify the Lease.

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7. This Memorandum may be signed in 2 or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears and all such counterparts shall constitute one document. Facsimile or electronically scanned copies shall be deemed originals.

[SIGNATURE PAGE(S) TO FOLLOW]

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**COOK COUNTY
RECORDER OF DEEDS**

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COUNTERPART SIGNATURE PAGE TO MEMORANDUM OF LEASE

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first set forth above.

LANDLORD:

GW FIDELITY 2E, LLC

By: *Matthew S. [Signature]*
Printed Name: Matthew S. [Signature]
Title: Manager

TENANT:

CUSTOM CELLULAR, INC.

By: *[Signature]*
Rick Fessler, President

[NOTARY BLOCKS APPEAR ON NEXT PAGE]

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STATE OF Illinois)
)
COUNTY OF Cook) SS.

On this 9th day of September in the year 2016, before me, JAMES R. TROUTMAN Notary Public in and for said state, personally appeared Mitch Goltz, Manager of GW FIDELITY 2E, LLC, an Illinois limited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

(seal)



James R. Troutman
Notary Public

My Commission Expires:

2-5-2019

STATE OF Missouri)
)
COUNTY OF St. Louis) SS.

On this 29 day of August in the year 2016, before me, Cherry M. Hirang, a Notary Public in and for said state, personally appeared Rick Fessler, President of CUSTOM CELLULAR, INC., a Missouri corporation, known to me to be the person who executed the within instrument in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

(seal)

Cherry M. Hirang
Notary Public

My Commission Expires:

Jan- 18, 2020



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EXHIBIT 1

LEGAL DESCRIPTION OF THE SHOPPING CENTER

THE EAST 220 FEET (EXCEPT THE EAST 33 FEET THEREOF DEDICATED FOR PUBLIC STREET (LARAMIE AVENUE) BY PLAT OF DEDICATION RECORDED MARCH 22, 1976 AS DOCUMENT NO. 23424206) OF LOT 1 OF ASSESSOR'S DIVISION, ALSO KNOWN AS LOT 14 OF COUNTY CLERK'S DIVISION, BEING THE NORTH 3 CHAINS OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 10-33-101-015-0000

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