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After Recording Return To:

Mary D'Amico Baron
804 Lakeview Ln.
Burr Ridge, Illinois 60527

KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 12/05/2017 04:02 PM PG: 1 OF 3

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FIRST AMENDMENT TO MEMORANDUM OF LEASE
ASSIGNMENT OF LEASE

THIS FIRST AMENDMENT TO MEMORANDUM OF LEASE (the "Amendment") is effective as of the first (1st) day of November, 2017 (the "Effective Date") between ACME REFINING COMPANY, an Illinois corporation as sole beneficiary of the CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 18, 1988 AND KNOWN AS TRUST NUMBER 113036 (collectively, the "Assignor"), BRIDGEPORT SCRAP METAL LLC, an Illinois limited liability company (the "Tenant"), and MARY D'AMICO BARON MARCH 1 2000 REVOCABLE TRUST (the "Assignee") for the property commonly known as 3802 S. Racine Avenue, Chicago, Illinois 60609 and more particularly described in Exhibit A which is attached hereto and hereby incorporated by reference (the "Property"). The Assignor, Tenant, and Assignee may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Assignor and Tenant previously entered into a Commercial Lease Agreement dated February 1, 2016 for the Property (the "Lease");

WHEREAS, the Assignor and Assignee entered into a Mortgage on the Property dated March 1, 2017 (the "Mortgage");

WHEREAS, the Assignor and Assignee entered into a Secured Promissory Note dated March 1, 2017 whereby the Property is held as collateral (the "Note");

WHEREAS, the Parties recorded a Memorandum of Lease on March 29, 2017 (the "Memorandum") and acknowledged and agreed to the terms of the Document(s) specified therein;

WHEREAS, the Assignor conveyed and transferred the Property to Assignee pursuant to a Trustee's Deed dated November 1, 2017 (the "Deed") and recorded on November 20, 2017;

WHEREAS, the Assignor assigned all rights, title, and interests in the Lease to the Assignee pursuant to an Assignment and Assumption of the Lease dated November 9, 2017 (the "Assignment");

Handwritten signature/initials

UNOFFICIAL COPY

WHEREAS, the Tenant was provided notice and consented to the Assignment; and

WHEREAS, the Parties desire to amend the Memorandum and enter into and record this Amendment in order to provide further notice of each Party's interest and rights to the Property.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged and agreed, and in consideration of the above recitals and mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. Recitals. All Parties hereto acknowledge and agree to the recitals set forth above which are hereby incorporated into this Amendment.
2. Lease Term. The Tenant shall have and hold the Property as a leased premises for an initial term of twenty (20) years beginning February 1, 2016 and ending February 1, 2036.
3. Tenant's Right to Purchase. The Tenant has been provided a Right to Purchase the Property pursuant to the terms and conditions of the Lease which are hereby acknowledged and agreed to by all Parties contained herein.
4. Assignment. The Lease is fully assigned, delegated, or otherwise transferred from the Assignor to the Assignee. The Assignee will be treated as the Landlord in accordance with the Lease.
5. Lease. All the terms and conditions of the Lease shall remain in full force and effect unless explicitly provided otherwise by this Amendment.
6. Miscellaneous. All existing terms, conditions, provisions, and covenants any agreements between the Parties are hereby incorporated into this Amendment by reference as though fully set forth herein. The Parties may execute this Amendment in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. This Amendment has been executed for the purposes of recording in the appropriate real estate records of Cook County, Illinois to provide notice to third parties. Nothing contained herein shall be deemed or construed to amend, modify, change, alter, interpret, or supersede any of the terms and provisions of any agreements between the Parties. Any conflict between this Amendment, and any other agreements between the Parties shall each be governed by the terms and conditions of each respective agreement.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the Parties hereunto have caused this Amendment to be executed and recorded consistent as of the dates set herein.

ASSIGNOR:

ACME REFINING COMPANY,
an Illinois corporation

By: *Larry Baron*
Larry Baron
Its President

ASSIGNEE:

MARY D'AMICO BARON MARCH 1 2000
REVOCABLE TRUST

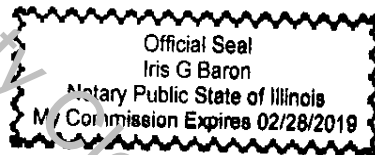
By: *Mary Damico*
Mary D'Amico

TENANT:

BRIDGEPORT SCRAP METAL LLC,
an Illinois limited liability company

By: *Brett Baron*
Brett Baron
Its Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)



On this 30 day of November, 2017, before me Iris Baron, a Notary Public in and for the State of Illinois, appeared before me Brett Baron, Larry Baron, Mary Damico known to me, or, provided to me on the basis of satisfactory evidence to be the individual described in, and who executed the within and foregoing instrument, and acknowledged before me that he executed, signed and sealed the same as his free and voluntary act and deed, for the purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 30 day of November, 2017.

NOTARY PUBLIC in and for the State of Illinois _____

My appointment expires 02/28/2019

Notary registration number: COMMISSION 100, 7465

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