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c/o Butler, Norris & Gold  
254 Prospect Avenue  
Hartford, CT 06106

Doc#: 1818633093 Fee: \$64.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/05/2018 11:06 AM Pg: 1 of 9

(The Above Space for Recorder's Use Only)

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made as of June 25 2018 by and between **635-647 W. Roosevelt Road, LLC**, an Illinois limited liability company, or its successor in interest, ("*Landlord*"), having an address of c/o Jerry Karp, 700 N. Green Street, Suite 504, Chicago, Illinois 60642, and **Bob's Discount Furniture, LLC** ("*Tenant*"), a Massachusetts limited liability company having an office at 434 Tolland Turnpike, Manchester, Connecticut 06042.

### Preliminary Statement

Landlord holds a fee interest in real property located in the County of Cook, State of Illinois, as more particularly described on Exhibit A hereto annexed, together with all buildings, structures, easements, rights of way, monument signs and improvements now or hereinafter constructed, installed or located on or benefiting said land for which the Premises (as defined below) after construction shall be located on and within as currently known as 635-647 W. Roosevelt Road, Chicago, Illinois (collectively the "*Property*"). Landlord and Tenant, as of the date hereof, are parties to a lease (the "*Lease*") dated May 19, 2017, demising a portion of the Shopping Center consisting of approximately 41,920 square feet of retail space, consisting of a 17,554 square foot Second Floor Space, a 17,554 square foot Third Floor Space, plus 1,096 square feet on the first floor consisting of a first floor street level entry area and associated vertical transportation systems (the "*Premises*") to Tenant, including Tenant's non-exclusive use of the Common Areas depicted on Exhibit B hereto annexed. In connection therewith, Landlord and Tenant have entered into this Memorandum of Lease to confirm the demise of the Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Lease.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Lease.
2. The terms and conditions of the Lease are incorporated herein as though set forth in full, whereby Tenant may have and hold the Premises together with any and all rights, benefits, privileges and easements, now or hereafter appurtenant thereto, at the rental and upon the terms and conditions therein stated, for an initial term commencing on the Lease Commencement Date as defined in the Lease and expiring on the last day of the month ten (10) years after the month of the Grand Opening as defined in the Lease (the "*Initial Term*"). Under the terms of the Lease, Tenant

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has the right to extend the Initial Term for four (4) separate and additional periods of five (5) years each after the expiration of the Initial Term.

3. This Memorandum of Lease is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease the terms of which are incorporated herein by reference. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

4. From and after the Effective Date of the Lease and for so long as Tenant is not in default under the Lease beyond any applicable cure period, Landlord shall not lease, rent or occupy, or permit to be leased, rented or occupied any space in the Shopping Center to or by a tenant which engages in the sale of mattresses (the "Use Restriction") except it is expressly agreed to and acknowledged by Tenant that the following either do not fall within the parameters of the Use Restriction or are hereby excluded from the Use Restriction:

- (i) all tenants existing on the date of execution of the Lease which have a right to use their premises for the Use Restriction whether said tenants own the fee to their premises or lease said premises, and any extensions, amendments, assignments, transfers or renewals of said tenants' leases or agreements with Lendor; and
- (ii) any incidental sale of furniture but not mattresses. "Incidental" sale at retail is defined as less than the lesser of 1,000 square feet or ten percent (10%) of such other tenant's total area within its leased premises.

5. Further, this Memorandum of Lease is executed for the purpose of recordation in order to give notice of all the terms, provisions and conditions of the Lease, including, without limitation:

- (i) provisions set forth therein regarding Tenant's right to use (and to permit Tenant's customers, employees, agents and contractors to use) certain common areas of the Shopping Center (such as, but not limited to, the parking facilities of the Shopping Center more particularly depicted on Exhibit B.)

6. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

SIGNATURE PAGE TO MEMORANDUM OF LEASE FOLLOWS





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## Legal Description

### PARCEL 1:

LOT 3 (EXCEPT THE NORTH 42.00 FEET THEROF TAICEN FOR STREET) AND LOT 6 IN SHOUP'S SUBDIVISION OF LOT 4 IN BLOCK 67 IN CANAL TRUSTEES' SUBDIVISION OF BLOCKS AND LOTS IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, CONSISTING OF A PART OF LOT 2 AND ALL OF LOT 7 IN THE SUBDIVISION OF LOT 4 IN BLOCK 67 IN CANAL TRUSTEES' SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT BLOCKS 57 AND 58) SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, WITH THE EAST LINE OF SAID LOT 2 IN THE SUBDIVISION OF LOT 4 AND RUNNING THENCE SOUTH ALONG SAID EAST LINE OF LOT 2 AND ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 131.32 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 25.07 FEET TO THE SOUTHWEST CORNER OF LOT 7; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7 AND ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 131.32 FEET TO THE SOUTH LINE OF SAID WEST ROOSEVELT ROAD AS WIDENED; AND THENCE EAST ALONG SAID SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, A DISTANCE OF 25.07 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS,

### PARCEL 3:

SUBLOT 4 (EXCEPT THE NORTH 42.00 FEET) AND SUBLOT 5 OF LOT 4; ALSO, THE EAST 59.00 FEET OF LOT 5 (EXCEPT THE NORTH 42.00 FEET) IN BLOCK 67 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE NORTHWEST 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM:

THAT PART OF THE NORTH 1/2 OF VACATED WEST 12TH PLACE (DESCRIBED BY ORDER PASSED BY THE CITY COUNCIL OF CHICAGO ON JANUARY 20, 1984, PAGE 4653), LYING SOUTH OF THE ADJOINING SOUTH LINE OF SUB-LOT 5 OF LOT 4 AND THE EAST 59.00 FEET OF LOT 5 IN BLOCK 67 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

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EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1, 2 AND 3 PURSUANT TO GRANT OF EASEMENT RECORDED NOVEMBER 15, 1984 AS DOCUMENT 27338040 OVER THAT PART OF THE VACATED 12TH PLACE PER VACATION ORDINANCE RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336633,

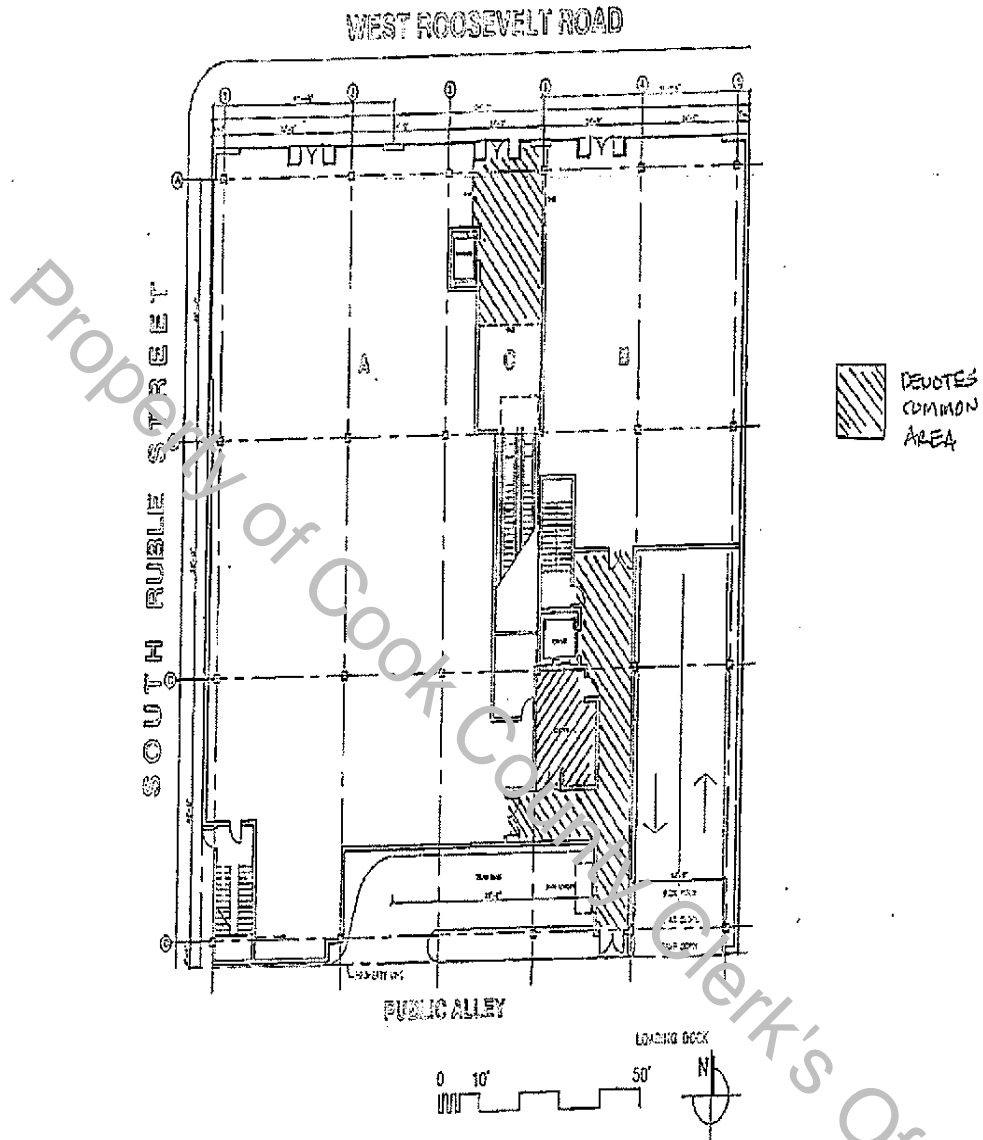
PINS: 17-21-101-039,040,041, and 042 and 17-21-101-011 and 014

COMMON ADDRESS: 635-647 W, Roosevelt Road, Chicago, IL 60607

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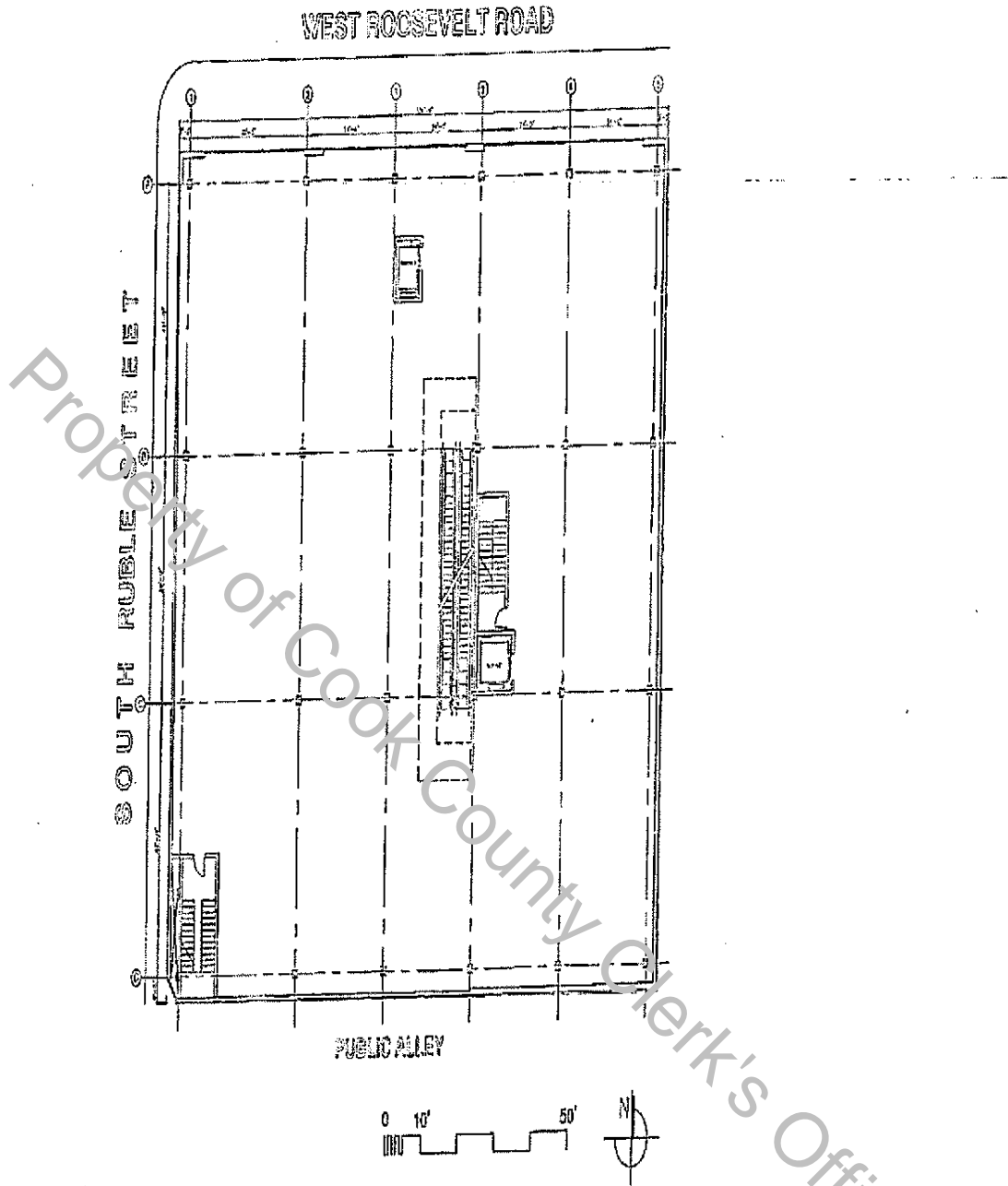
## Site Plan



FIRST FLOOR PLAN  
 637-647 W. ROOSEVELT ROAD  
 CHICAGO, IL

1" = 40'-0"  
 02.20.17  
 WA ARCHITECTS  
 & CONSULTANTS LLC  
 1000 N. LAUREL STREET  
 CHICAGO, IL 60610

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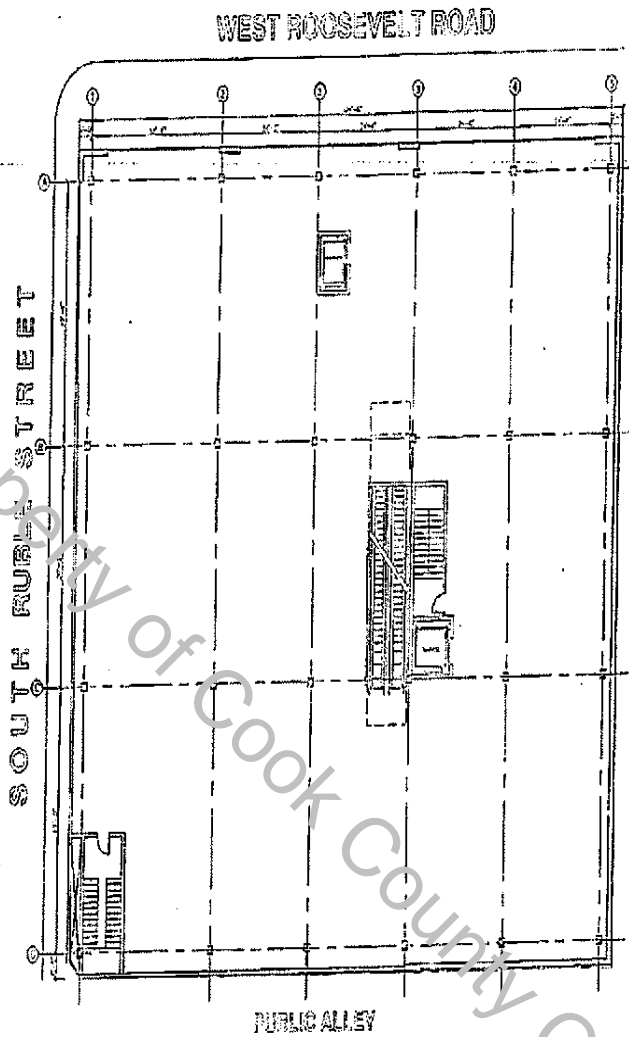


SECOND FLOOR PLAN  
 637-647 W. ROOSEVELT ROAD  
 CHICAGO, IL

1" = 40'-0"  
 02.20.17  
 WEA ARCHITECTURE  
 & CONSULTING LLC  
 1225 N. WILSON ST.  
 CHICAGO, IL 60642



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THIRD FLOOR PLAN  
 637-647 W. ROOSEVELT ROAD  
 CHICAGO, IL



1" = 40'-0"  
 02.20.17

W.A. ARCHITECTURAL  
 & CONSULTANTS  
 1000 N. LAKE ST. SUITE 1000  
 CHICAGO, IL 60610

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