

# UNOFFICIAL COPY



PREPARED BY  
AND WHEN RECORDED, MAIL TO:

Strategic Leasing Law Group, LLP  
10 South Riverside Plaza  
Suite 1830  
Chicago, Illinois 60606  
Attn: Glen R. Cornblath, Esq.

Doc# 1833213047 Fee \$54.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/28/2018 04:01 PM PG: 1 OF 9

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## AMENDMENT TO MEMORANDUM OF LEASE

Landlord: CP Irving Park Retail, LLC

Tenant: Marnat, LLC.

Property Address: 3976, 3982 & 3982 N. Avondale, Chicago, IL; 4183-4185 W. Irving  
Park Road, Chicago, IL

PINs: 13-22-203-025-0000

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10 South Riverside Plaza  
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Chicago, Illinois 60606  
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## AMENDMENT TO MEMORANDUM OF LEASE

This AMENDMENT TO MEMORANDUM OF LEASE (this "Amendment") is made and entered into as of November 12, 2018, by and between CP IRVING PARK RETAIL, LLC, an Illinois limited liability company, as successor in interest to CP Irving Park, LLC, located at c/o CP2 Management, LLC, 225 West Hubbard, Chicago, IL 60654 ("Landlord"), and MARNAT, LLC, an Illinois limited liability company, as successor in interest to Marnat, Inc., d/b/a LOU MALNATT'S PIZZERIA, located at 3685 Woodhead Drive, Northbrook, Illinois, 60022, Attention: President ("Tenant").

WHEREAS, Landlord's predecessor in title and Marnat, Inc., an Illinois corporation, entered into that certain Store Lease dated as of September 29, 2015 ("Original Lease"). Marnat, Inc. was erroneously stated as the tenant under the Original Lease. Marnat, Inc. consolidated and merged into Marnat, LLC prior to the date of the Lease. The Original Lease was subsequently amended by that certain First Amendment to Lease dated November 12, 2018 (collectively the "Lease"). Pursuant to the terms of the Lease, Landlord is leasing to Tenant, and Tenant is leasing from Landlord, that certain premises and improvements (the "Leased Premises"), consisting of approximately 2,066 square feet of Rentable Area. The Leased Premises are a part of the shopping center located at the southwest corner of W. Irving Park Road and N. Avondale Avenue in Chicago, Illinois 60641 (the "Shopping Center") and legally defined on Exhibit A attached hereto; and

WHEREAS, Tenant and Landlord memorialized the Lease by executing that certain Memorandum of Lease dated September 29, 2015 (the "MOL") which MOL was recorded in the Office of the Cook County Recorder of Deeds as document number 1528934069 against both the Shopping Center and the residential parcel legally defined on Exhibit B attached hereto (the "Residential Parcel"); and

WHEREAS, Tenant and Landlord have amended the Lease to eliminate Tenant's right to use the 3 Alley Spaces located on the Residential Parcel and replace them with 3 other parking spaces located on the Shopping Center (defined in the Lease as the "3 Extra Spaces"); and

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WHEREAS, Tenant and Landlord desire to amend and modify the MOL to (i) eliminate Tenant's right to use the 3 Alley Spaces located on the Residential Parcel and replace them with the 3 Extra Spaces located on the Shopping Center and (ii) remove and release the MOL from the Residential Parcel so that the MOL is recorded against the Shopping Center only.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the MOL is hereby amended as follows:

1. The recitals set forth above are restated by this reference. Except as specifically provided for herein, the meaning of certain capitalized words and terms used herein shall be the same as the meanings defined in the Lease.

2. **Parking Spaces.** Section 6(b) of the MOL is hereby deleted in its entirety and the second page of Exhibit B of the MOL that identifies the 3 Alley Spaces is hereby modified to delete the reference to the 3 Alley Spaces. For avoidance of doubt, Tenant shall no longer have the right to use said 3 Alley Spaces and any remaining references in the Lease to "3 Alley Spaces" shall be deleted and replaced with "3 Extra Spaces."

3. **Extra Spaces.** In addition to the 3 Front Spaces described in Section 6.05(a) of the Lease, Landlord covenants that the 3 Extra Spaces in the Center Parking Lot may be designated by Tenant as up to thirty (30) minute spaces for the exclusive use of Tenant, its customers and Customer Delivery Drivers during the Restricted Hours, which 3 Extra Spaces shall be in the location marked "Extra Spaces" on Exhibit C attached hereto. Tenant shall, at its expense, designate the 3 Extra Spaces as up to thirty (30) minute parking only, police the 3 Extra Spaces and tow any violator at the car owner's expense. The 3 Extra Spaces shall be designated by movable signs prepared by Tenant, at Tenant's sole cost and expense, and put in place by Tenant only during the Restricted Hours and only during Tenant's hours of operation. From and after the time Tenant closes for business until the next day beginning at 5:00 PM, Tenant shall remove the movable signs from the 3 Extra Spaces and said 3 Extra Spaces may be used by other tenant customers of the Shopping Center.

4. Tenant hereby remises, removes and releases the MOL from the Residential Parcel.

5. Except as otherwise provided herein, all other terms and conditions of the Lease, as amended, and MOL shall continue in full force and effect.

[Signatures are on the following pages]

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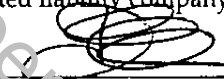
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Memorandum of Lease as of the date and year first above written.

**LANDLORD:**

**CP IRVING PARK RETAIL, LLC,**  
an Illinois limited liability company

By: NRG Irving Park Manager, LLC  
an Illinois limited liability company, its Manager

By: McLinden Holdings, L.L.C., an Illinois  
limited liability company, its Manager

By:   
John McLinden, Manager

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

BE IT REMEMBERED, that on the 12<sup>th</sup> day of November, 2018, before me, a Notary Public in and for said County personally appeared John McLinden, the manager of McLinden Holdings, L.L.C., the manager of NRG Irving Parking Manager, LLC, the manager of CP IRVING PARK RETAIL, LLC, an Illinois limited liability company, the LANDLORD in the foregoing Amendment to Memorandum of Lease, who acknowledged that the signing thereof was the duly authorized act and deed of said company and the free and voluntary act and deed as said company for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 10/04/2019



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IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Memorandum of Lease as of the date and year first above written.

TENANT:

MARNAT, LLC

By: [Signature]  
Name: STUART COHEN  
Title: VICE-CHAIRMAN

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

BE IT REMEMBERED, that on the 21<sup>st</sup> day of ~~October~~ <sup>NOVEMBER</sup>, 2017, before me, a Notary Public in and for said County personally appeared STUART COHEN, the VICE-CHAIRMAN, of Marnat, LLC, an Illinois limited liability company, the TENANT in the foregoing Amendment to Memorandum of Lease, who acknowledged that the signing thereof was the duly authorized act and deed of said corporation and his free and voluntary act and deed as said officer for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.



[Signature]  
Notary Public

My Commission Expires:

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## EXHIBIT A To Amendment to Memorandum of Lease

### Legal Description of Shopping Center

THAT PART OF LOTS 1 TO 9 (EXCEPT THAT PART THEREOF WHICH LIES SOUTHEASTERLY OF A LINE 13 FEET, NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 9 AND WHICH LIES NORTHWESTERLY OF A LINE 16 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE LAST DESCRIBED LINE), INCLUSIVE, IN ATWOOD PEASE AND LOUCK'S RESUBDIVISION OF LOTS 1, 4, 5, 8, 10, 11, 14 AND 15 AND ALL OF VACATED ALLEY EAST OF AND ADJOINING ORIGINAL LOTS 4, 5 AND 8 ALL IN BLOCK 33 IN IRVING PARK IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 1913 AS DOCUMENT NUMBER 5267163 AND THAT PART OF VACATED ALLEY ADJACENT TO SAID LOTS 1 TO 9, IN ATWOOD PEASE AND LOUCK'S RESUBDIVISION, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF KEELER AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF IRVING PARK ROAD; THENCE NORTH 88 DEGREES 42 MINUTES 16 SECONDS EAST, ALONG NORTH LINE OF AFORESAID LOT 1, A DISTANCE OF 33.71 FEET (RECORD DISTANCE OF 33.37 FEET) TO THE NORTHEAST LINE OF SAID ATWOOD PEASE AND LOUCK'S RESUBDIVISION; THENCE SOUTH 53 DEGREES 06 MINUTES 01 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 188.75 FEET; THENCE SOUTH 36 DEGREES 53 MINUTES 59 SECONDS WEST, A DISTANCE OF 53.75 FEET; THENCE SOUTH 88 DEGREES 17 MINUTES 53 SECONDS WEST, A DISTANCE OF 147.68 FEET TO THE WEST LINE OF AFORESAID LOT 1; THENCE NORTH 01 DEGREES 42 MINUTES 37 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 160.01 FEET TO THE POINT OF BEGINNING.

Address: 4183-4185 W. Irving Park Road, 3976, 3982 & 3986 N. Avondale, Chicago, IL

PIN: 13-22-203-025-0000

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## EXHIBIT B

### To Amendment to Memorandum of Lease

#### Legal Description of Residential Parcel

#### PARCEL A:

THAT PART OF LOTS 1 TO 9 (EXCEPT THAT PART THEREOF WHICH LIES SOUTHEASTERLY OF A LINE 13.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 9 AND WHICH LIES NORTHWESTERLY OF A LINE 16 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE LAST DESCRIBED LINE), INCLUSIVE, IN ATWOOD PEASE AND LOUCK'S RESUBDIVISION OF LOTS 1, 4, 5, 8, 10, 11, 14 AND 15 AND ALL OF VACATED ALLEY EAST OF AND ADJOINING ORIGINAL LOTS 4, 5 AND 8 ALL IN BLOCK 33 IN IRVING PARK IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 1913 AS DOCUMENT NUMBER 5267163 AND THAT PART OF VACATED ALLEY ADJACENT TO SAID LOTS 1 TO 9, IN ATWOOD PEASE AND LOUCK'S RESUBDIVISION, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF KEELER AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF IRVING PARK ROAD; THENCE NORTH 88 DEGREES 42 MINUTES 16 SECONDS EAST, ALONG NORTH LINE OF AFORESAID SAID LOT 1, A DISTANCE OF 33.71 FEET (RECORD DISTANCE OF 33.37 FEET) TO THE NORTHEAST LINE OF AFORESAID ATWOOD PEASE AND LOUCK'S RESUBDIVISION; THENCE SOUTH 53 DEGREES 06 MINUTES 01 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 188.75 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 53 DEGREES 06 MINUTES 01 SECONDS EAST, CONTINUING ALONG SAID LINE, A DISTANCE OF 59.11 FEET TO A LINE THAT IS 13.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF AFORESAID LOT 9; THENCE SOUTH 36 DEGREES 53 MINUTES 59 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 61.09 FEET (RECORD DISTANCE OF 60.71 FEET) TO THE WEST LINE OF AFORESAID LOT 9; THENCE SOUTH 01 DEGREES 43 MINUTES 38 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 0.83 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH HALF OF LOT 9 IN IRVING PARK SUBDIVISION RECORDED SEPTEMBER 22, 1869; THENCE SOUTH 88 DEGREES 41 MINUTES 22 SECONDS WEST, ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 7.50 FEET TO A LINE 7.50 FEET WESTERLY OF AND PARALLEL WITH WESTERLY LINE OF LOTS 8 AND 9 IN AFORESAID ATWOOD PEASE AND LOUCK'S RESUBDIVISION; THENCE NORTH 01 DEGREES 43 MINUTES 38 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 32.52 FEET TO A LINE THAT IS 7.50 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF LOTS 1 THRU 8 IN AFORESAID ATWOOD PEASE AND LOUCK'S RESUBDIVISION; THENCE SOUTH 88 DEGREES 41 MINUTES 17 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 181.78 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH KEELER AVENUE; THENCE NORTH 01 DEGREES 42 MINUTES 07 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 9.64 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY

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LINE THAT IS 160.01 FEET SOUTH OF THE NORTHWEST CORNER OF AFORESAID LOT 1;  
THENCE NORTH 88 DEGREES 17 MINUTES 53 SECONDS EAST, A DISTANCE OF 147.68 FEET;  
THENCE NORTH 36 DEGREES 53 MINUTES 59 SECONDS EAST, A DISTANCE OF 53.75 FEET TO  
THE POINT OF BEGINNING.

PARCEL B:

LOT 9 IN BLOCK 33 IN IRVING PARK, A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION  
15 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH,  
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

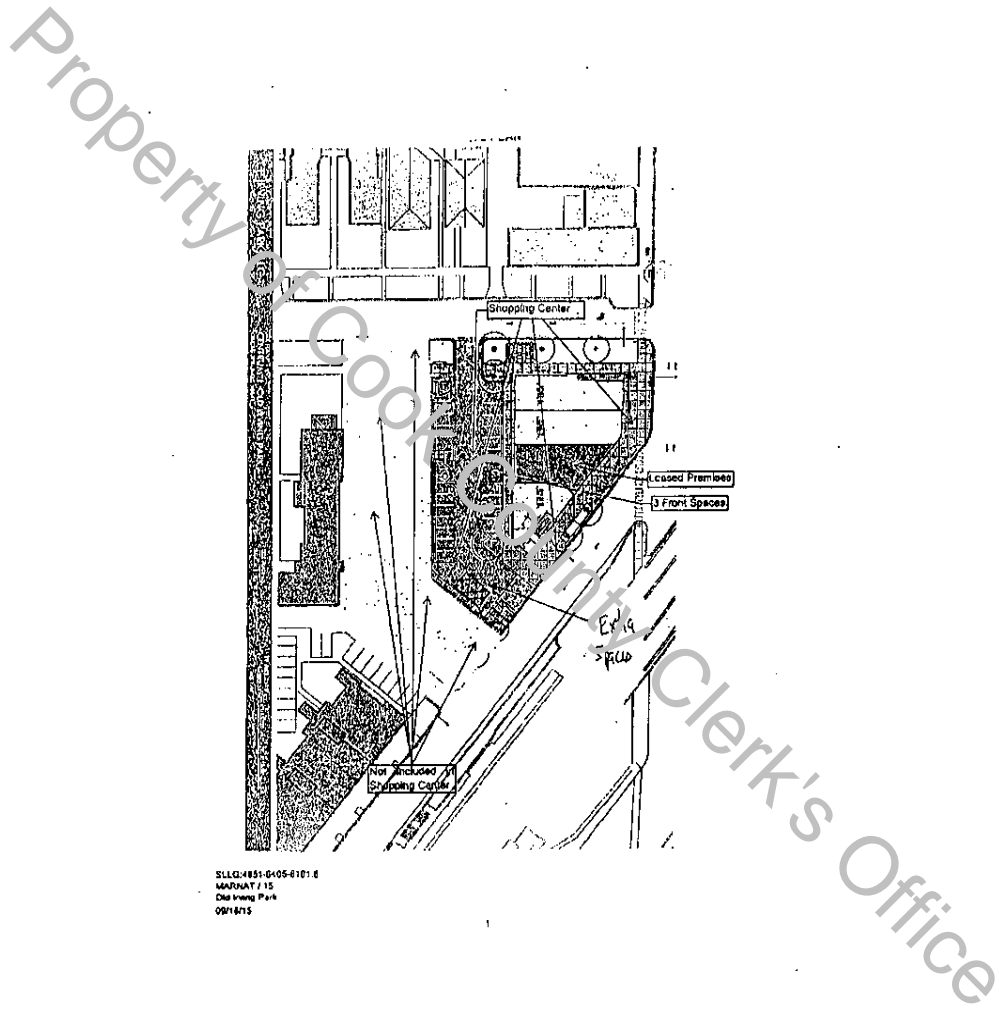
Addresses: 3941 N. Keeler Avenue, 3968-3970 N. Avondale, Chicago, IL

PINS: 13-22-203-001-0000, 13-22-203-002-0000 & 13-22-201-026-0000



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## Exhibit C



SLLG4831-0405-0101.8  
 MARPAT / 15  
 Old Wang Park  
 091415

4840-8834-0561, v. 3

00081757.DOCX / v. 4

4

9

SLLG4835-0464-0596.3  
 00094260.DOCX / v. 5