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Doc#. 1920349173 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 07/22/2019 10:29 AM Pg: 1 of 4

Prepared By and return to: Jameson & Powers, P.C. Attn: Holly J. Powers 17110 Dallas Parkway Suite 210 Dallas, TX 75248

MEMORANDUM OF MASTER LEASE AGREEMENT

This Memorandum of Mester Lease Agreement is made this 16th day of July, 2019, between Park Harbor Village, LLC, an Illinois limited liability company, with a mailing address of 208 So LaSalle Street, Suite 814, Chicago, Illinois 60604 Attn: Howard Embanks, Managing Member, hereinafter referred to as "LESSOR", and Park Harbor MHP Calumet City IL, LLC, a Pelavare limited liability company, with its principal office located at 1371 East 2100 South, Suite 200, Salt Lake City, UT 84105, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party". Capitalized terms are defined in the Lease Agreement.

- 1. LESSOR and LESSEE entered into a Master Lesse Agreement (the "Lease Agreement") on July 16, 2019 for an initial term beginning on the Effective Date and terminating on the earlier of completion of all repairs to the Property or two years from the Effective Date, commencing on the Commencement Date. LESSEE shall have the right and option to extend the Initial Term for additional successive periods of sixty (60) days each as needed to complete the Repairs, pursuant to the terms and conditions of the Lease.
- 2. LESSOR hereby leases to LESSEE the real property developed and operating as a manufactured housing community with a street address and legal description as set forth on Exhibit A attached hereto. LESSOR has transferred all manufactured homes, notes and installment contracts owned by LESSOR and located on the real property to LESSEE upon the execution of the Lease (the "Homes").
- 3. LESSOR hereby grants to LESSEE an exclusive option to purchase the Property ("Purchase Option") in accordance with Article IX of the Lease. LESSOR covenants to refrain from marketing, alienating, encumbering, disposing or transferring the Property from and after the execution of this Lease, to any other person or entity other than LESSEE, during the Term hereof. LESSOR agrees to remove all signs advertising the Property for sale and not to accept any further offers for purchase during the Term.
- 4. At any time during the Term of this Lease, LESSEE may exercise its option to purchase the Property by delivery of written notice of such exercise to LESSOR. LESSEE shall be under no obligation to exercise the Purchase Option, and LESSEE's willingness to do so is expressly contingent upon the approval by all Governmental Authorities of the Repairs and receipt of written evidence that the Property is in compliance with all Legal Requirements. If LESSEE elects not to purchase the Property, LESSEE shall so notify LESSOR at the end of the Term, and the provisions of the Promissory Note and Mortgage referenced in Section 13.01 shall govern the parties' relationship thereafter.
- 5. The terms, covenants and provisions of the Lease Agreement are hereby incorporated by reference into this Memorandum and shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

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IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:	
Park Harbor Village, L	LC
An Illinois limited liabili	ty company
By A	
Name: Howard Fai	rbanks
Its: Managus 113	ender
Name: Howard Fai Its: Managus Us LESSEE: Park Harbor MHP Cali	
Park Harbor MHP Call Delaware limited liabil	•
Ву	
Prame: Greg Nelson	n
Its: / Authorized repr	esentative
State of Allinois, County of UZA	
This Memorandum of Lease was acknowledged before me on Howard Fairbanks, Managing Member of Park Harbor Village company.	JULY 10, 2019 by JLC, an Allinois limited liability
My Appointment Expires: March 29, 2021	Journa Brand Notary Public
	Notary Public State of Utah Comm. Nr. 65-251 My Commission Expuss on Mar 29, 2021
State of, County of	<u>.</u>
This Memorandum of Lease was acknowledged before me on Greg Nelson of Park Harbor MHP Calumet City IL, LLC , a l	, 2019 by Delaware limited liability company.
My Annointment Evniror	Notary Public
My Appointment Expires:	

UNOFFICIAL COPY

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

	LESSOR:	
	Park Harbor Village, LLC An Illinois limited liability company	
	By: Name: Howard Fairbanks Its:	
	LESSEE:	
Opr	Park Harbor MHP Calumet City IL, LLC a Delaware limited liability company By: Name: Greg Nelson Its: A uthorized representative	
State of Illinois, County of	· //>	
This Memorandum of Lease was acknow Howard Fairbanks, Managing Member company.	owledged before me on	2019 by bility
My Appointment Expires:		Notary Public
State of <u>UTAH</u> , County of	SALT LAKE .	
This Memorandum of Lease was ackno Greg Nelson of Park Harbor MHP C	owledged before me on July 16, 2 Calumet City IL, LLC, a Delaware limited liability con	2019 by mpany.
My Appointment Expires: 10/2	YVONNE NOTARY PUBLIC My Comm. Ex	Notary Public M SCHENK -STATE OF UTAH (D. 10/29/2022) n # 702844

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EXHIBIT A 4 Oak Court, Calumet City IL 60409

PARCEL 1

That part of the Southwest 1/4 of Section 1, Township 36 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point in the east line of Stoney Island Avenue as widened which is 131.70 feet east of the west line of said Section 1 and 133 feet north of the south line of said Section 1 and running thence east along a line which is 133 feet north of the south line of Section 1 and the north line of property of Pennsylvania Railroad Company for a distance of 800 feet to a point; thence north at right angles to last described line for a distance of 375 feet; thence west on a line which is parallel to the south line of Section 1 to a point of intersection of said last described line with east line of Stony Island Avenue as widened; thence south along said easterly line of Stoney Island Avenue as widened to a place of beginning, in Cook County, Illinois.

PARCEL 2

The north 103 feet of the south 133 feet of the west 1300 feet of the Southwest 1/4 of Section 1, Township 36, Range 14, east of the Third Principal Meridian, in Cook County, Illinois

Said Parcel 2 has been more recently described on an ALTA/NSPS Land Title Survey made by Warren D. Johnson of Exacta Land Surveyors, D.C, Survey No. 1902.2250 dated March 26, 2019 and tast revised May 15, 2019, as follows:

That part of the Southwest 1/4 of Section 1, Township 36 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at the intersection of east right of way line of Stoney Island Avenue and the north right of way line of State Street: thence North 2°33'44" East along the east line of Stoney Island Avenue a distance of 103.16 feet; thence North 89°43'06" East a distance of 1170.09 feet; thence South 0°43'06" East a distance of

103.46 feet to a point on the northerly line of State Street; theric. North 90°00'00" West along the north right of way line of State Street a distance of 1176.00 feet to the Point of Beginning, in Cook County, Illinois.

PARCEL 3

A strip of land 20 feet in width in the Southwest 1/4 of Section 1, Township 36 North, Range 14 east of the Third Principal Meridian, said strip being described as follows: Beginning at a point on a line drawn parallel with and 133 feet north of the south line of said Section 1, said point being 20.0% is at east of the east line of a tract conveyed to Frank Bazek by deed recorded in the Recorder's Office of Cook County, Illinois on December 14, 1948 as Document 14461204; thence north parallel with said east line of said tract a distance of 395 feet; thence west parallel with said south line of Section 1, a distance of 804.25 feet to the east line of Stony Island Avenue; thence south along said east line of Stony Island Avenue, a distance of 20.06 feet to the north line of the aforesaid tract; thence east along said north line of said tract, a distance of 785.05 feet to the northeast corner of said tract; thence south along the east line of said tract, a distance of 375 feet to an intersection with said line drawn parallel with and 133 feet north of said south line of Section 1; thence east along said parallel line, a distance of 20 feet to the point of beginning, in Cook County, Illinois.

Parcel/APN/Tax ID: 29-01-300-005 & 29-01-300-011 & 29-01-300-056