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Doc#: 2005155034 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 02/20/2020 10:42 AM Pg: 1 of 4

Chicago, IL
1004 West Wilson
L/C: 012-0471
File #: 5977

Prepared by: Daniel Marks
After recording, return to: Amy Winter
McDONALD'S CORPORATION
110 N Carpenter St
Chicago IL 60607-2101

SECOND AMENDMENT TO MEMORANDUM OF LEASE

This Second Amendment to Memorandum of Lease (this "**Amendment to MOL**") is dated January 27, 2020, between **CHICAGO TITLE LAND TRUST COMPANY, TRUSTEE UNDER THE TERMS OF CERTAIN AGREEMENT DATED JUNE 12, 1997 AND KNOWN AS TRUST NUMBER 3594/IBWS3594**, as successor trustee to **WESTERN SPRINGS NATIONAL BANK AND TRUST, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 12, 1997 AND KNOWN AS TRUST NO. 3594** whose address is Georgia Regas, Beneficiary, 46 Baybrook Lane, Oak Brook, Illinois 60523 and Andrea M. Groobman, Beneficiary, 209 Rivershire Lane, Unit 404, Lincolnshire, Illinois 60069 ("**Landlord**"), and **McDONALD'S CORPORATION**, a Delaware corporation, whose principal place of business is located at 110 N Carpenter St, Chicago IL 60607-2101 ("**Tenant**").

Landlord and Tenant have entered into that certain Ground Lease dated August 16, 1979, as amended Amendment to Lease dated May 3, 2000, Amendment to Lease dated June 28, 2011 and Amendment to Lease dated November 22, 2019 (collectively, the "**Lease**"), which is evidenced by that certain Memorandum of Lease recorded on December 1, 1980 as Document No. 25686695, Supplement to Memorandum of Lease recorded May 29, 1991 as Document No. 91254499 and Amended Memorandum of Lease recorded September 7, 2011 as Document No. 1125003038 in the Cook County Records in the State of Illinois (the "**Memorandum of Lease**"), as amended by this Amendment to MOL. Pursuant to the Lease, Landlord leases to Tenant the Premises, in the City of Chicago, County of Cook, State of Illinois described on Exhibit A attached. Any defined terms (denoted by their initial capitalization) used in this Amendment to MOL will have the same meaning and definition as set forth in the Lease.

1. **TERM:** Landlord and Tenant have agreed to extend the term of the Lease upon the terms and conditions as contained in the Lease, such that the term of the Lease will expire on July 14, 2036.
2. **OPTION TO EXTEND:** The term of the Lease shall be automatically further extended for four (4) successive periods of five (5) years each, aggregating twenty (20) years, if Tenant does not elect to terminate the Lease at the end of the current term or any option period, whichever is applicable.
3. **FIRST REFUSAL:** Landlord grants to Tenant the right of first refusal to lease and purchase the Premises.
4. **MEMORANDUM:** The rentals to be paid by Tenant and all of the obligations and rights of Landlord and Tenant are set forth in the Lease. This Amendment to MOL is merely an amendment of the Memorandum of Lease and is subject to all the terms, conditions and provisions of the Lease. In the event of any inconsistency between the terms of

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the Lease and this Amendment to MOL, the terms of the Lease will prevail. This Amendment to MOL is binding upon and will inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this Amendment to MOL.

LANDLORD:
CHICAGO TITLE LAND TRUST COMPANY,
TRUSTEE UNDER THE TERMS OF
CERTAIN AGREEMENT DATED JUNE 12,
1997 AND KNOWN AS TRUST NUMBER
3594/HBWS3594

TENANT:
McDONALD'S CORPORATION,
a Delaware corporation

By: *Lilli Kuzma*
Name: LILLI KUZMA
Its: ASSISTANT VICE PRESIDENT

By: *[Signature]*
Name: Daniel Marks
Its: Senior Counsel *10*

(ATTACH ACKNOWLEDGMENT OF SIGNATURES AND EXHIBIT A)

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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ACKNOWLEDGMENT - McDONALD'S CORPORATION

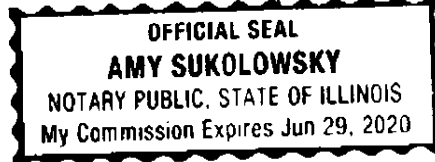
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Amy Sukolowsky, a Notary Public in and for the county and state aforesaid, CERTIFY that Daniel Marks, as Senior Counsel of **McDONALD'S CORPORATION, a Delaware corporation**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act as such authorized party and as the free and voluntary act of the corporation/company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27th day of January, 2020.

Amy Sukolowsky
Notary Public

My commission expires 10/29/2020



ACKNOWLEDGMENT - LANDLORD

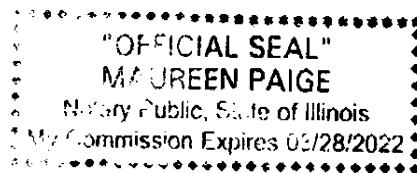
STATE OF Illinois)
) SS:
COUNTY OF DeKalb)

I, **MAUREEN PAIGE**, a Notary Public in and for the county and state set forth above, CERTIFY that ELIZABETH, as ASSISTANT VICE PRESIDENT of **CHICAGO TITLE LAND TRUST COMPANY**, an Illinois corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company/corporation for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 12 day of February, 2020.

Maureen Paige
Notary Public

My commission expires 3/28/2022



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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

LOTS 21, 22, 23 AND 24 IN THE WILLIAM DEERING SURRENDEN SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Parcel No. 14-17-211-019-0000

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