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Karen A. Yarbrough
Cook County Clerk
Date: 07/01/2021 11:39 AM Pg: 1 of 5

Prepared by and Return to:
Schoenberg Finkel Beederman Bell
Glazer LLC
300 S. Wacker Street, Suite 1500
Chicago, Illinois 60606
Attn: Michael Friman

MEMORANDUM OF LEASE

This Memorandum of Lease (this "**Memorandum**") is made this 4th day of June, 2021 by and between **CHICAGO 3048 MEDICAL PROPERTIES, LLC**, a Delaware limited liability company (hereinafter called "**Landlord**"), and **PRESENCE HEALTHCARE SERVICES**, an Illinois not-for-profit corporation (hereinafter called "**Tenant**"). Terms may be used in this Memorandum before being defined.

By executing and recording this Memorandum, Landlord and Tenant give notice of the facts below. Any person taking any interest in Landlord's Premises, or any other real property subject to this Memorandum, shall do so subject to all documents (including all terms of those documents) and other matters that this Memorandum refers to or discloses.

1. **Premises.** Landlord owns the real property commonly known as 3048 W. Peterson Avenue, Chicago, Illinois, Illinois and more particularly described in **Exhibit A** (the "**Land**") upon which exists a renovated medical office building including all leasehold improvements therein (hereinafter the "**Building**") (the Land, such improvements and Building shall collectively hereinafter be referred to as the "**Premises**").

2. **Lease.** Landlord and Tenant entered into a Lease Agreement dated ___ of May __, 2021 (as amended, modified, renewed or extended from time to time, the "**Lease**"); and under such Lease Landlord does hereby lease, demise and let the Premises to Tenant, and Tenant does hereby lease the Premises from Landlord.

3. **Term and Option to Extend.** The term of the Lease is for an initial period of ten (10) years and five (5) months, commencing on the Rental Commencement Date, as defined in the Lease, subject to an option to extend the Lease for four (4) successive additional periods of five (5) years.

4. **Right of First Refusal to Purchase.** The Lease contains the right of first refusal in favor Tenant to purchase the Premises, as more particularly detailed in the Lease.

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5. **Use Restrictions.** The Building shall not be utilized for any purpose in contravention of the *Ethical and Religious Directives for Catholic Health Care Services* as approved, issued and amended from time to time by the United States Conference of Catholic Bishops and as the same may be interpreted by the local bishop.

6. **Addresses for Notices:**

LANDLORD: CHICAGO 3048 MEDICAL PROPERTIES, LLC
 c/o Remedy Investments, LLC
 800 W Madison St, Suite 400
 Chicago, IL 60607

Attn: Gregg S. Graines and Peter J. Westmeyer

TENANT: PRESENCE HEALTHCARE SERVICES

c/o Medacel- Attn: Real Estate
 25 E Schaumburg Road Suite 106
 Schaumburg, IL 60194

Attn: David Hill

WITH A COPY TO:

AMITA Health - Presence Chicago Hospitals Network
 Office of Legal Affairs
 2601 Navistar Drive
 Lisle, Illinois 60532

Schoenberg Finkel Beederman Bell Glazer, LLC
 300 S. Wacker, Suite 1500
 Chicago, Illinois 60606
 Attn: Michael Friman

5. **Memorandum.** This instrument is merely a Memorandum of the Lease and is subject to all of its terms, conditions and provisions. All such rights set forth herein are more fully provided for in the Lease and are subject to the terms and conditions expressly stated therein. In the event of any inconsistencies or conflicts between the terms and conditions of the Lease and this Memorandum, the terms and conditions of the Lease shall govern and control. This Memorandum is binding upon and shall inure to the benefit of the heirs, successors, assigns, executors and administrators of the Landlord and the Tenant.

6. **Successors and Assigns.** The Lease and this Memorandum bind and benefit the parties and their successors and assigns. This does not limit any restrictions on assignment or other transfer in the Lease.

7. **Termination.** This Memorandum shall automatically terminate and be of no force or effect upon any expiration or termination of the Lease, including any termination by Landlord upon an Event of Default as the Lease provides.

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

TENANT:

PRESENCE HEALTHCARE SERVICES,
an Illinois not-for-profit corporation

By: *Doug Carter*
Name: Doug Carter
Title: CFO

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

I, DEBORAH A. WEAVER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DOUG CARTER as CFO ANITA ^{REPR. OF} of PRESENCE HEALTHCARE SERVICES, an Illinois not-for-profit corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of June, 2021



Deborah A. Weaver
Notary Public

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LANDLORD:

CHICAGO 3048 MEDICAL PROPERTIES, LLC,
a Delaware limited liability company

By: [Signature]

Name: Gregory Graines

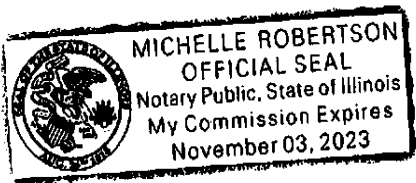
Title: Authorized Signatory

STATE OF ILLINOIS)
COUNTY OF Cook)

I, Michelle Robertson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gregory Graines, as Authorized Signatory of CHICAGO 3048 MEDICAL PROPERTIES, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16 day of June, 2021.

[Signature]
Notary Public



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EXHIBIT A DESCRIPTION OF THE LAND

THAT PART OF LOT 9 LYING NORTH OF A LINE 67 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTH WEST QUARTER OF SECTION 1 AND THAT PART OF LOT 10 LYING NORTH OF A LINE 67 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SAID SECTION, AND LOTS 11, 12, 13, 14 AND 15, ALL IN BLOCK 6 IN NIXON AND PRASSAS LINCOLN AND PETERSON AVENUE ADDITION TO NORTH EDGEWATER IN THE NORTH WEST QUARTER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT FILED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 14, 1917 AS DOCUMENT NO. 6133092, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3048 W. Peterson Avenue, Chicago, Illinois
TAX IDENTIFICATION NO. 13-01-125-047-0000;
13-01-125-048-0000;
13-01-125-049-0000;
13-01-125-019-0000;
13-01-125-020-0000;
13-01-125-021-0000;
13-01-125-022-0000; and
13-01-125-023-0000

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