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Karen A. Yarbrough
Cook County Clerk
Date: 08/17/2021 10:37 AM Pg: 1 of 6

**Recording Requested By And When
Recorded Mail To:**

Kayne Law Group
612 Park St.
Suite 100
Columbus, Ohio 43215

SPACE ABOVE FOR RECORDER'S USE ONLY

AMENDMENT TO MEMORANDUM OF LEASE

This AMENDMENT TO MEMORANDUM OF LEASE (this "**Amendment to MOL**") is made and entered into by and between **CHICAGO TITLE LAND TRUST COMPANY, as Trustee under Trust No. 52742 ("Landlord")** and **ALDI INC.**, an Illinois corporation ("**Tenant**"; Landlord and Tenant are sometimes referred to, collectively, as the "**Parties**").

WHEREAS, Landlord (as successor in interest to LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED JULY 21, 1978 AND KNOWN AS TRUST NO. 52742) and Tenant entered into that certain Lease dated August 1, 2000, (collectively, as amended, the "**Lease**") with regard to certain premises containing approximately 19,432 square feet of floor area (the "**Demised Premises**" or "**Premises**"), located within a shopping center situated at the intersection of Harlem Avenue and West Pershing Road, in Lyons, Illinois, as more particularly described in the Lease (the "**Shopping Center**" or "**Center**"), upon which Tenant has constructed a building containing approximately 15,605 square feet of floor area (the "**Building**");

WHEREAS, the Parties recorded that certain Memorandum of Lease on March 16, 2001, as Instrument Number 0010212604, Cook County Recorder of Deeds, Cook County, Illinois (the "**MOL**");

WHEREAS, Landlord and Tenant entered that certain Amendment to Lease dated May 20, 2021 ("**Lease Amendment**") whereby the Parties agreed to, among other things, expand the square footage of the building on the Premises; and

WHEREAS, Landlord and Tenant desire to amend the MOL to reflect the provisions of the Lease Amendment, as set forth below;

NOW, THEREFORE, consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Amendments.

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- a. Pursuant to the Lease Amendment, the "Premises" and "Building" shall be deemed expanded upon the Completion Date (defined in the Lease Amendment) whereby the "Premises" shall be deemed to be comprised of approximately 23,934 square feet of ground floor area and the "Building" shall be deemed to be comprised of approximately 18,913 rentable square feet. The Premises, as expanded, is generally depicted on the site plan attached hereto as **Exhibit A** (the "**Site Plan**").
- b. Notwithstanding anything to the contrary contained under the Lease or the MOL, Tenant shall have the non-exclusive easement for vehicular parking withing the four (4) parking spaces located within the common areas labeled 1-4 on the Site Plan, attached hereto, as the "**Curbside Spaces**", for use by Tenant's customers and invitees as curbside and "order-ahead" pick-up of grocery items from the Premises.

2. Effect. The MOL is hereby amended to the extent necessary to give effect to this Amendment to MOL, and the terms of this Amendment to MOL shall supersede any contrary terms in the MOL.

3. Miscellaneous. The Lease is hereby incorporated in this Amendment to MOL by this reference. This Amendment to MOL and MOL are not a complete summary of the Lease and the provisions contained in this Amendment to MOL and the MOL shall not be used in interpreting the provisions of the Lease. In the event of conflict between the MOL (as amended herein) and the unrecorded Lease, the unrecorded Lease shall control. The covenants made by Landlord in the Lease are covenants running with the land for the benefit of the Premises. Thus, all covenants made by Landlord in the Lease, whether affirmative or negative in nature, are intended to and shall bind Landlord and each successive owner, and their respective heirs, successors and assigns. Capitalized terms as used herein, unless otherwise defined herein, shall have the same meanings ascribed to those terms in the Lease.

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IN WITNESS WHEREOF, the Landlord and Tenant have executed this Amendment to MOL as of the date here first above written.

LANDLORD:

**Chicago Title Land Trust Company, as
Successor Trustee to LaSalle Bank National Association,
Under Trust Agreement dated July 21, 1978 and known
As Trust No. 52742 and not personally**

By: *Rachel Huitsing*
Name: RACHEL HUIJSING
Its: ASSISTANT VICE PRESIDENT

Date Signed: 5/17/2021



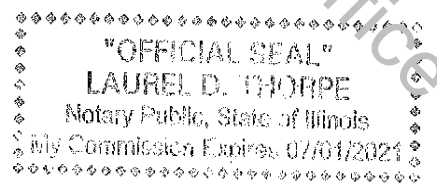
STATE OF FL
COUNTY OF COOK

**LANDLORD
ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 17th day of May, 2021, by RACHEL HUIJSING ASSISTANT VICE PRESIDENT of Chicago Title Land Trust Company, as Trustee under Trust Agreement dated July 21, 1978, known as Trust No. 52742, on behalf of the Landlord.

Laurel D. Thorpe
Notary Public for _____

My Commission expires: _____



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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TENANT:

ALDI INC.,
an Illinois corporation

By: *Heather McCarthy*
Heather McCarthy
Its: Divisional Vice President

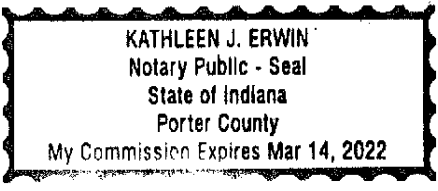
Date Signed: 5/20/21

Reviewed By: *Kathy Devries*
Kathy Devries,
Director of Real Estate

STATE OF INDIANA)
))
COUNTY OF PORTER)

**TENANT
ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 20th day of MAY, 2021, by Heather McCarthy, the Divisional Vice President of Aldi Inc., an Illinois corporation, on behalf of said corporation.



Kathleen J Erwin
Notary Public for Indiana
My Commission expires: 3/14/2022

This instrument prepared by:
J.J. Koterba, Esq., Kayne Law Group, 612 Park St., Ste. 100, Columbus, OH 43215

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EXHIBIT "A"

That part of the Northeast Quarter (1/4) of Section 1, Township 38 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the North line of 40th Street and the East line of Powell Avenue for a place of beginning; thence North along the East line of Powell Avenue a distance of 680 feet to the South line of Pershing Road, said point being also the Northwest corner of Lot 11 in Goldblatt's Resubdivision of part of vacated Haas and Powell's Addition to Riverside; thence East along the North line of Lot 11 a distance of 245.75 feet to the Northeast corner of Lot 11; thence South along the East line of Lot 11 a distance of 331.5 feet to the South line of Goldblatt's Resubdivision, being also the North line of the South half (1/2) of the East 10.06 acres of the North 30 acres of the Northeast Quarter (1/4) of Section 1; thence East along said last described line a distance of 245.75 feet to the West line of Harlem Avenue as dedicated by Haas and Powell's Subdivision; thence South along the West line of Harlem Avenue a distance of 348.5 feet to the North line of 40th Street; thence West along the North line of 40th Street a distance of 491.50 feet to the place of beginning, in Cook County, Illinois.

PIN:

18-01-204-002-0000

18-01-204-016-0000

18-01-204-017-0000

Property Address: 7235 & 7225 39th Street, Lyons, IL 60534

Cook County Clerk's Office

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EXHIBIT A SITE PLAN

