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Doc# 2306106000 Fee \$59.00

NSP FEE:\$9.00 RPRF FEE: \$1.00 €AREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/02/2023 10:39 AM PG: 1 OF 5

Recording Requested By and When Recorded Return to:

Lauren Mack Reyes Kurson, Ltd. 328 South Jefferson Street Suite 909 Chicago, IL 60661

MEMORANDUM OF GROUND LEASE

This Meiner and dum of Ground Lease (the "Memorandum") is entered into as of the 28th day of February 2023, between the HOUSING AUTHORITY OF COOK COUNTY, an Illinois municipal corporation (the "Landlord") and CH VETERANS LLC, an Illinois limited liability company (the "Tenant").

RECITALS:

- A. Landlord and Tenant are parties to that certain Ground Lease dated February 28, 2023 (the "Lease") for the lease of the real property located at 1440 Otto Boulevard, Chicago Heights, Illinois 60411, as legally described on Exhibit A attached hereto and made a part hereto (the "Property").
- B. Landlord and Tenant desire to record this Memorardum in lieu of recording the Lease itself for the purpose of placing the public on notice of inquiry that the Property is subject to the terms and conditions of the Lease, the provisions thereof material to this Memorandum being incorporated herein and made a part hereof by reference.

Without limitation, the Lease contains the following covenants and agreements between landlord and Tenant, to wit:

- 1. <u>Definitions.</u> Capitalized terms used herein which are not otherwise defined herein, shall have the respective meaning ascribed to them in the Lease.
- 2. Term. The Term of the Lease shall commence upon February 28, 2023 (the "Commencement Date") and shall expire ninety-nine (99) years from the Commencement Date.
- 3. <u>Inquiry.</u> Inquiries regarding the Lease may be directed to the Housing Authority of Cook County, 175 W. Jackson Blvd. Suite 350, Chicago, Illinois 60604, Attention: Executive Director.

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4. Miscellaneous.

- a. Nothing contained in this Memorandum is intended, nor shall be construed to, or does change, modify, amend, limit or affect any of the terms or provisions of the Lease or the rights, duties and obligations of Landlord and Tenant thereunder, all of which remain in full force and effect.
- b. This Memorandum shall automatically terminate, without the necessity of the execution of any further document or instrument, upon the date of termination or expiration of the Lease (or of Tenant's right to possession thereunder, whichever occurs first).
- c. This Memorandum is binding on and shall inure the benefit of the parties and their respective heirs, executors, personal representatives, successors and assigns and shall be appurtenant to and shall run with the land.
- d. This Memorandum may be executed in any number of counter parts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- e. This Memorandum is not a concelete summary of the Lease and accordingly, Landlord and Tenant agree that this Memorardum shall not be used in interpreting the of the Lease sin.

 [Signature page follows] Lease and that, in the event of any conflict between the terms of this Memorandum and the terms of the Lease, the terms of the Lease sha'l control.

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IN WITNESS WHEREOF, this Memorandum of Ground Lease is executed as of the date first above written.

Landlord:

HOUSING AUTHORITY OF COOK COUNTY,

an Illinois municipal corporation

By:

Karl Becker, Chief Financial Officer

STATE OF ILLINOIS

DODON'S OF

SS.

COUNTY OF COOK

I, Clacies M. Gaviola, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Karl Becker, Chief Financial Officer of the Housing Authority of Cook County, an Illinois municipal corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chief Financial Officer, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 27th day of February , 2023.

CLARISSA M GAVIOLA Official Seal Notary Public - State of Illinois My Commission Expires Jun 12, 2023 Notary Public

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Tenant:

CH VETERANS LLC,

an Illinois limited liability company

Karl Becker

By: CH Veterans Group LLC, its Managing Member

By:_____

Its:

Executive Vice President and Treasurer

STATE OF ILLINOIS

COUNTY OF COOK

a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Karl Becker, the Executive Vice President and Treasurer of CH Veterans Group LLC, an Illinois limited liability company, and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Vice President and Treasurer of CH Veterans Group LLC, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 27th day of February , 2023.

CLARISSA M GAVIOLA Official Seal Notary Public - State of Illinois My Commission Expires Jun 12, 2023 <u>Claussa m Gaisla</u> Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF THE REAL ESTATE

LOTS 15 THROUGH 30, BOTH INCLUSIVE, IN BLOCK 14 IN CHICAGO HEIGHTS, A SUBDIVISION IN SECTIONS 20 AND 21, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

AND,

THAT PART OF THE EAST 1/2 OF VACATED VINCENNES AVENUE LYING SOUTHWESTET LY OF LOTS 16 THROUGH 24 IN BLOCK 14, IN CHICAGO HEIGHTS, A SUBDIVISION IN SECTIONS 20 AND 21, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BY ORDINANCE RECORDED AUGUST 8, 1982 AS DOCUMENT NUMBER 26722950, IN COOK COUNTY, ILLINOIS;

AND,

THAT PART OF THE NORTH-SOUTH ALLEY IN BLOCK 14 LYING SOUTH OF THE NORTH LINE OF THE SOUTH 34 FEET OF LOT 29, IN BLOCK 14 EXTENDED WEST IN THE ORIGINAL TOWN OF CHICAGO HEIGHTS, IN SECTIONS 20 AND 21, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BY ORDINANCE RECORDED AUGUST 8, 1982 AS DOCUMENT NUMBER 26722950, IN COOK COUNTY, ILLINOIS.

Common Address: 1440 Otto Boulevard, Chicago Heights, Illinois 600 (1

PINS: 32-20-404-013-0000; 32-20-404-014-0000; 32-20-404-015-0000; 32-20-404-016-0000; 32-20-404-017-0000; 32-20-404-018-0000; 32-20-404-019-0000; 32-20-404-029-0000; 32-20-404-030-0000; 32-20-404-0000; 32-20-404-0000; 32-20-404-0000; 32-20-404-0000; 32-20-404-0000; 32-20-404-0000; 32-20-404-0000; 32-20-404-0000; 32-20-404-0000; 32-20-404-0000; 32-20-404-0000; 32-2