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DEPT-01 RECORDING \$35.50
T#0010 TRAN 3597 12/20/95 15:35:00
#1218 # CJ #-95-886580
COOK COUNTY RECORDER

① JL H49256N

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MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (hereinafter, the "Memorandum") is made and entered into as of the 20th day of November, 1995 by and between **JFMC FACILITIES CORPORATION**, an Illinois not-for-profit corporation (hereinafter called the "Landlord") with a mailing address of 1 South Franklin Street, Ben Gurion Way, 60016 and **COUNCIL FOR THE JEWISH ELDERLY**, an Illinois not-for-profit corporation (hereinafter called the "Tenant") with a mailing address of 3003 Touhy Avenue, Chicago, Illinois 60645.

35.50

WITNESSETH:

For and in consideration TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, the parties hereto agree as follows:

1. Landlord has leased to Tenant and Tenant has taken and leased from Landlord pursuant to the provisions of that certain Lease Agreement dated of even date herewith (hereinafter referred to as the "Lease") certain premises (hereinafter referred to as the "Premises") which are legally described on Exhibit A attached hereto and made a part hereof.
2. The Lease provides for a lease term beginning on the Commencement Date as that term is defined in the Lease and ending on June 30, 2022.
3. The Lease grants the Tenant the following rights of first refusal:
 - a. in the event that Landlord shall be in receipt of a bona fide offer to purchase the Premises, Tenant shall have a right of first refusal to purchase the Premises as more fully set forth in the Lease; and
 - b. in the event that, at the expiration of the term of the Lease by lapse of time or otherwise (except by reason of Tenant's default) or at any time thereafter, if Landlord intends to accept any bona fide offer to lease the

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Premises, Tenant shall have a right of first refusal to lease the Premises as more fully set forth in the Lease.

4. The Lease provides that, except as set forth below, Tenant shall not have the right to assign or pledge the Lease or to sublet the whole or any part of the Premises, or permit the use or occupancy of the Premises by anyone other than Tenant, without the prior written consent of Landlord and such restriction will be binding upon any assignee or subtenant to which Landlord has consented. The foregoing prohibitions do not apply to:
 - a) leasing or renting of apartments, rooms or beds to residents under the Tenant's program of intended use; or
 - b) subleasing of a portion of the Premises for purposes related to and consistent with Tenant's program of intended use and for the benefit of the residents of the Premises, such as, but not limited to, subleases of space for physicians, nurses, pharmacies and similar uses, food service facilities, gift shops, barber and beauty shops, and adult day care and other resource centers for the elderly.
5. The Lease provides that Tenant does not and shall not be required to subordinate the Lease to the lien of any mortgagee unless such mortgagee executes a nondisturbance agreement reasonably satisfactory to all parties.
6. This Memorandum is executed by the parties to the Lease for the purpose of recordation in the Office of the Recorder of Deeds of Cook County, Illinois (hereinafter, the "Recorder's Office"), it being intended that this Memorandum shall be so recorded and give notice of and concern the Lease which hereby is incorporated herein by reference for all purposes. Reference hereby is made and should be made to the Lease for the specific terms hereof. The Lease sets forth the entire agreement of the parties hereto, and this Memorandum does not alter, amend or change the Lease in any way, but is executed solely for the purpose of recordation as aforesaid. In the event of a conflict between the terms, provisions or conditions of the Lease and the terms, provisions or conditions of this Memorandum, the terms, provisions and conditions of the Lease shall govern and control.
7. This Memorandum shall constitute notice to all parties of all amendments to the Lease, if any, from time to time hereafter executed, without the necessity for recording further memoranda of such amendments in the Recorder's Office.
8. This Memorandum may be executed in counterpart by the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed by their proper officers or representatives on the day and year first above written.


COUNCIL FOR THE JEWISH ELDERLY

JFMC FACILITIES CORPORATION

BY:


Executive Vice-President

BY:


Executive Director
Sr. V.P.

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THIS DOCUMENT WAS PREPARED BY AND AFTER RECORDATION SHOULD BE

**SENT TO:
Michael B. Viner
Rosenthal and Schanfield
55 East Monroe, Suite 4600
Chicago, Illinois 60603**

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STATE OF Illinois)
) SS
COUNTY OF Cook)

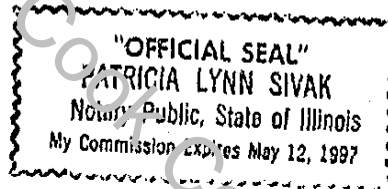
I, Patricia Lynn Sivak, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael Tarnoff, the Senior Vice President of JFMC Facilities Corporation, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation, appeared before me 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 corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of December, 1995.

Patricia Lynn Sivak
Notary Public

My Commission Expires:

May 12, 1997



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EXHIBIT A

PARCEL A

LOT 2 EXCEPT THAT PART DESCRIBED AS BEGINNING AT A POINT WHICH IS 39.00 FEET WEST OF THE EAST LINE OF SAID LOT 2 AND 40.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 220.54 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 2; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 18.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 9.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 136.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 33.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 23.00 FEET; THENCE SOUTH 00 DEGREE 00 MINUTES 30 SECONDS EAST 10.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 42.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 58.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 42.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 149.96 FEET; THENCE NORTHEASTERLY 50.02 FEET ALONG THE ARC OF A CIRCLE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET (THE CHORD OF SAID ARC BEARS NORTH 29 DEGREES 39 MINUTES 30 SECONDS EAST 47.96 FEET); THENCE NORTH 00 DEGREES 00 MINUTE 00 SECONDS EAST 6.50 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 74.00 FEET; THENCE NORTH 56 DEGREES 26 MINUTES 36 SECONDS EAST 23.22 FEET; THENCE NORTHEASTERLY 34.48 FEET ALONG THE ARC OF A CIRCLE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET (THE CHORD OF SAID ARC BEARS NORTH 28 DEGREES 13 MINUTES 17 SECONDS EAST 33.10 FEET); THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 8.00 FEET; THENCE NORTHEASTERLY 31.42 FEET ALONG FEET ALONG THE ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET (THE CHORD OF SAID ARC BEARS NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST 28.28 FEET); THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 4.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 100.00 FEET; THENCE SOUTH 48 DEGREES 21 MINUTES 59 SECONDS EAST 12.04 FEET TO THE POINT OF BEGINNING, IN ARBORLAKE CENTER, BEING A SUBDIVISION IN SECTIONS 5 AND 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1985 AS DOCUMENT NUMBER 27476883; IN COOK COUNTY, ILLINOIS.

PARCEL B:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL A FOR INGRESS AND EGRESS AND ACCESS OVER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE AS CREATED BY GRANT OF EASEMENT DATED FEBRUARY 7, 1984 AND RECORDED AS DOCUMENT NUMBER 27021045, AS AMENDED BY AMENDMENT TO GRANT OF EASEMENT RECORDED AS DOCUMENT NUMBER 27419485; AND AS FURTHER AMENDED BY SECOND AMENDMENT TO GRANT OF EASEMENT RECORDED AS DOCUMENT 88145367 AND RE RECORDED AS DOCUMENT 88199120:

THE SOUTH 47 FEET OF THE NORTH 160 FEET OF THE NORTH 1/2 OF THE WEST 1/2 OF LOT 2 (EXCEPT THE EAST 25.0 FEET THEREOF) OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE SOUTH 47 FEET OF THE NORTH 160 FEET OF THE EAST 3 ACRES (EXCEPT THEREFROM THE WEST 162 FEET OF THE EAST 3 ACRES) OF THE NORTH 1/2 OF THE EAST 1/2 OF LOT 2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

AND

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A STRIP OF LAND 80 FEET WIDE, EXTENDING 63 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF COUNTY LINE ROAD, THE CENTER LINE OF SUCH 80 FOOT WIDE STRIP BEING A LINE PARALLEL TO AND 596.44 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

AND

THAT PART OF THE NORTH HALF OF THE WEST HALF OF LOT 2 IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 42, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF COUNTY LINE ROAD WITH A LINE 159.62 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 5 AFORESAID; THENCE NORTH 89 DEGREES 49 MINUTES 07 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 94.50; THENCE SOUTH 70 DEGREES 46 MINUTES 12 SECONDS EAST 33.18 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ALONG AN ARC OF A CIRCLE CONVEX EASTERLY AND HAVING A RADIUS OF 26.13 FOR A DISTANCE OF 49.64 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 16 DEGREES 21 MINUTES 18 SECONDS EAST); THENCE SOUTH 18 DEGREES 03 MINUTES 41 SECONDS WEST 14.48 FEET TO A LINE 63.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID RIGHT OF WAY; THENCE SOUTH 89 DEGREES 49 MINUTES 07 SECONDS EAST ALONG SAID PARALLEL LINE 111.29 FEET; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE CONVEX WESTERLY AND HAVING A RADIUS OF 32.0 FEET FOR A DISTANCE OF 75.69 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 18 DEGREES 21 MINUTES 00 SECONDS EAST); THENCE NORTH 85 DEGREES 56 SECONDS 29 SECONDS EAST 90.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY LINE ROAD AFORESAID; THENCE NORTH 89 DEGREE 49 MINUTES 07 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 159.50 FEET TO THE POINT OF BEGINNING IN COOK COUNTY ILLINOIS

AND

THAT PART OF LOT 2 IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SAID LOT IS REPRESENTED ON THE MAP OF GOVERNMENT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 160.0 FEET OF THE NORTH 1/2 OF THE EAST 1/2 OF LOT 2 OF THE NORTHEAST 1/4 OF SECTION 6 AFORESAID WHICH IS 162 FEET EAST OF THE WEST LINE OF THE EAST 5 ACRES OF THE NORTH 1/2 OF THE EAST 1/2 OF LOT 2 IN THE NORTHEAST 1/4 OF SECTION 6 AFORESAID; THENCE SOUTH 00 DEGREES 27 MINUTES 47 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID EAST 5 ACRES 25.0 FEET; THENCE NORTH 72 DEGREES 59 MINUTES 48 SECONDS EAST, 87.0 FEET TO THE SOUTH LINE OF THE NORTH 160.0 FEET AFORESAID; THENCE SOUTH 89 DEGREES 41 MINUTES 39 SECONDS WEST, 83.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL C:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL A FOR INGRESS AND EGRESS AND ACCESS AND FOR CONSTRUCTION AND INSTALLATION OF THE HUEHL ROAD EXTENSION OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED REAL ESTATE AS CREATED BY DECLARATION AND GRANT OF EASEMENT DATED FEBRUARY 11, 1984 AND RECORDED FEBRUARY 13, 1984 AS DOCUMENT 27461713 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED 051583 AND KNOWN AS TRUST NUMBER 57681:

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THE WEST 25 FEET (LYING SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF GOVERNMENT LOT 2 IN THE NORTHWEST 1/4 OF THE HERENAFTER DESCRIBED SECTION 5) OF LOT 1 IN LAKE COOK OFFICE CENTER, BEING A RESUBDIVISION OF LOT 3 IN LAKE COOK ROAD INDUSTRIAL PARK, BEING A SUBDIVISION IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL D:

NON-EXCLUSIVE EASEMENT FOR PARKING, INGRESS AND EGRESS, UTILITY FACILITIES, LANDSCAPING, TENNIS COURTS AND SIGNAGE FOR THE BENEFIT OF PARCEL A OVER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE AS CREATED BY THE DECLARATION AND GRANT OF RECIPROCAL RIGHTS DATED JANUARY 31, 1988 AND RECORDED FEBRUARY 6, 1988 AS DOCUMENT 27435249 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST NUMBERS 61841, 63290, 63291, AND 63292:

ARBORLAKE CENTER PHASE 1:

LOT 1, 2 AND 4 IN ARBORLAKE CENTER, BEING A SUBDIVISION IN SECTIONS 5 AND 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1985 AS DOCUMENT NUMBER 27 475 383, IN COOK COUNTY, ILLINOIS.

P.I. N.: 04-05-100-01

Address: vacant

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