When Recorded Return To:

HELLER FIRST CAPITAL CORP. 500 WEST MONROE, 16TH FLOOR CHICAGO, IL 60661

FATTN: CENTRAL DOCUMENTATION DEPT.

HFCC 4432

COOK COUNTY RECORDER JESSE WHITE

ROLLING MEADOWS

10-16-96 10:00 RECORDING 27.00 MAIL 0.50

96787265

### MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement ("Memorandum of Lease") is made as of the 157 day of Doubles, 1996, by and between Knox Properties. ("Landlord"), and Chicago Builders Supply Inc. ("Tenant").

- 1. Landlord and Tenant have entered into a Lease, dated \*\*Landlord has let to 7 an ant commercial space located in that certain building, located at 3250 N. Kilpatrick in the City of Chicago, County of Cook. State of \*\*Illinois\*\*, and more particularly described on Exhibit "A" attached hereto (the "Premises"), including the improvements, appurtenances, licenses, easements and fixtures related to such Premises, a copy of which Lease is held by each party hereto at the addresses shown below.
  - 2. The addresses of the Landlord and Tenant are as follows:

Landlord:

Knox Froperties

5337 West Lunt, Skokie, IL 60077

Attn: 64 M4 Fiblus

Tenant:

Chicago Builders Sur, 1: Inc.

3250 N. Kilpatrick Avenue, Chicago, IL 60641

Attn: Richard L. Howard, President Michael J. Maglaris, Secretary

3. Landlord and Tenant desire to enter into this Memorandum of Lease, which is to be recorded, in order that third parties may have notice of Tenant's interest in the Premises and of the existence of the Lease.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the rents, covenants and agreements on the part of Tenant to be paid and performed under the Lease, Landlord hereby demises and conveys to Tenant the Promises, in accordance with the terms of the Lease, which includes the following provisions:

- 1. The term of said Lease shall commence on June 1, 1996, and shall terminate on August 31, 2000.
- 2. Tenant has the right, at its option, to extend the Lease term, subject to the conditions for forth in the Lease, as follows:

n/a

All of the terms, conditions, provisions and covenants of the Lease are incorporated into this Memorandum of Lease by reference as though written out at length herein, and the Lease and this Memorandum of Lease shall be deemed to constitute a single instrument or document, provided, however, that in the event of a conflict between this Memorandum of Lease and the Lease, the terms and conditions of the Lease shall govern.

21.10

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Memorandum of Lease Agreement Page'2

IN WITNESS WHEREOF, the undersigned, on behalf of and with authority for their respective entities, have hereunto set their hands and delivered these presents on this day TENANT:

LANDLORD:

Knox Properties

Chicago Builders Supply Inc.

Poperty of Coot County Clerk's Office Michael J. Maglaris, Secretary

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#### EXHIBIT "A"

5. THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS, COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: LOTS 1 TO 20 INCLUSIVE (EXCEPT THE WEST 13.61 FEET THEREOF) IN BLOCK 10 IN WOODBURY'S ADDITION TO IRVING PARK, BEING A SUBDIVISION OF THE EAST 20 ACRES OF THE SOUTH 40 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 1) EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 100 FEET OS SAID 20 ACRES CONVEYED TO THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY) IN COOK COUNTY, ILLINOIS.

Permanent Index No.: 13-22-320-045 and 046

NVI

JAMES RIEBANDT

RIEBAUDT & DEWALD, P.C. C. T.

BORS SALT CREEK LANE

APLINGTON HTS, IL 60005

847-818-1000

96787265

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Guarante.

## Memorandum of Lease Agreement OFFICIAL COPY 1 CERTIFICATE OF ACKNOWLEDGMENT STATE OF CAL **COUNTY OF** October 1, 1996 before me, JAMES J. RIEBONOT personally appeared RICHARDC . HOWARD + MICHARD T. MAGGANIT \_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. "OFFICIAL SEAL" JAMES J. RIEBANDT Notary Public, State of illinois Signature My Commission Expires May 29, 2000 CERTIFICA 12 OF ACKNOWLEDGMENT 1001 MOLS STATE OF CALIFO COUNTY OF JAMES J. RIEBANDIbefore me, \_\_\_\_, notary public, \_, personally known to BANNY W. FIELDS me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity your behalf of which the person(s) acted, executed the instrument. 50//CO WITNESS my hand and official seal. Signature James Jackeness (Seal) inemoleas.doc "OFFICIAL SEAL" 6/6/98 JAMES J. RIEBANDT

Notary Public, State of Illinois My Commission Expires May 29, 2000

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AND STATE