

# NOT AN OFFICIAL DOCUMENT

2022-526428  
06/28/2022 10:33 AM  
TOTAL FEES: 25.00  
BY: SP  
PG #: 4

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

## FILED

Jun 22 2022 cR  
JOHN E. PETALAS  
LAKE COUNTY AUDITOR

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made this <sup>6th</sup> day of June, 2022, by and between Northwest Indiana Islamic Center, Inc., an Indiana nonprofit corporation ("Landlord"), and Avicenna Academy, Inc., an Indiana nonprofit corporation ("Tenant").

#### RECITALS:

A. Landlord and Tenant entered into that certain Ground Lease dated March 28, 2006 (the "Lease"), relating to the premises commonly known as 9803 Colorado Street, Crown Point, Indiana 46307 (the "Premises").

B. Landlord and Tenant desire to enter into this Memorandum to give record notice of the existence of the Lease and the terms, rights and obligations thereunder.

NOW THEREFORE, for good and valuable consideration, Landlord and Tenant acknowledge and agree as follows:

1. The recitals hereto and the terms and conditions of the Lease are incorporated herein by reference. All capitalized terms used herein but not defined shall have the meaning set forth in the Lease.

2. Landlord and Tenant hereby acknowledge and agree that Landlord has leased the Premises to Tenant, and Tenant has leased the Premises from Landlord, on the terms and conditions set forth in the Lease.

3. The Term of the Lease commenced on March 28, 2006 and expires March 27, 2105.

4. The purpose of this Memorandum is to give notice of the Lease and all of its terms, covenants and conditions to the same extent as if the Lease were fully set forth herein. This Memorandum hereby expressly incorporates by reference all terms, conditions and covenants of the Lease, and those terms, conditions and covenants are hereby made a part hereof. It is not intended that this Memorandum constitute an amendment to the Lease, and the Lease shall control in the event of any inconsistency between the Lease and this Memorandum. All rights and obligations of Tenant and Landlord and any persons claiming by, through or under either of them shall be subject to all provisions and conditions of the Lease, a copy of which is on file with the parties at the addresses indicated herein and to which all interested persons are hereby referred for further particulars.

5. This Memorandum shall be binding upon and shall inure to the benefit of the parties attached to the Lease and their respective successors, successors-in-interest and assigns and shall be deemed to contain covenants running with the land. This Memorandum may be executed in counterparts, each of which shall constitute an original although not fully executed, but all of which when taken together, shall constitute but one agreement.

FIDELITY NATIONAL TITLE  
FNW2200463

No Sales Disclosure Needed  
Jun 24 2022  
By: TS  
Office of the Lake County Assessor

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

**LANDLORD:**

Northwest Indiana Islamic Center, Inc., an Indiana nonprofit corporation

By: [Signature]  
Name: Perass Sabodi  
Its: President

**TENANT:**

Avicenna Academy, Inc., an Indiana nonprofit corporation

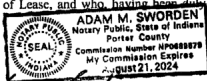
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF INDIANA SS:  
COUNTY OF LAKE ~~PORTER~~

Before me, a Notary Public in and for the said County and State, personally appeared Perass Sabodi, as President of Northwest Indiana Islamic Center, Inc., who acknowledged the execution of the foregoing Memorandum of Lease, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 9th day of June, 2022.

My Commission Expires: April 24, 2024  
My County of Residence: Porter



[Signature], Notary Public

STATE OF INDIANA SS:  
COUNTY OF LAKE

Before me, a Notary Public in and for the said County and State, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of Avicenna Academy, Inc., who acknowledged the execution of the foregoing Memorandum of Lease, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this \_\_\_\_\_ day of June, 2022.

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_, Notary Public

**ACKNOWLEDGEMENT**

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Greg A. Bouwer

THIS DOCUMENT PREPARED BY:  
GREG A. BOUWER, ATTORNEY ID. NUMBER 16368-53  
KORANSKY, BOUWER & PORACKY, P.C.  
425 JOLIET STREET, SUITE 425, DYER, IN 46311

# NOT AN OFFICIAL DOCUMENT

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

**LANDLORD:**

Northwest Indiana Islamic Center, Inc., an Indiana nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**TENANT:**

Avicenna Academy, Inc., an Indiana nonprofit corporation

By: M. Hytham Daj  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF INDIANA                      SS:  
COUNTY OF LAKE

Before me, a Notary Public in and for the said County and State, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of Northwest Indiana Islamic Center, Inc., who acknowledged the execution of the foregoing Memorandum of Lease, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this \_\_\_\_\_ day of June, 2022.

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_, Notary Public

STATE OF INDIANA                      SS:  
COUNTY OF LAKE

Before me, a Notary Public in and for the said County and State, personally appeared Muhammad Piteas as Chairman of Board of Avicenna Academy, Inc., who acknowledged the execution of the foregoing Memorandum of Lease, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 10<sup>th</sup> day of June, 2022.

My Commission Expires: 11-17-2028  
My County of Residence: Porter                      Karen L. Mcintosh  
Karen L. Macintosh, Notary Public

**ACKNOWLEDGEMENT**

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Greg A. Bouwer

THIS DOCUMENT PREPARED BY:  
GREG A. BOUWER, ATTORNEY ID. NUMBER 16368-53  
KORANSKY, BOUWER & PORACKY, P.C.  
425 JOLIET STREET, SUITE 425, DYER, IN 46311

KAREN L. MCINTOSH  
Notary Public - Seal  
Porter County - State of Indiana  
Commission Number NP072991  
My Commission Expires Nov 17, 2028

SEE EXHIBIT A - LEGAL DESCRIPTION

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## EXHIBIT "A" Legal Description

For APN/Parcel ID(s): 45-12-36-301-010.000-030

The North 327.5 feet of the South 1975.00 feet of the West half of the Southwest Quarter of Section 36, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.

Property of Lake County Recorder

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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