

TIVES, (ii) against their creditors ~~and their personal representatives~~ and (iii) against any other person who claims by, through or under an original party and who acquires the interest claimed with actual notice of such lease or at a time when the tenant (or anyone claiming by, through or under the tenant) is in such actual occupancy as to give reasonable notice to such person.

(b) Memorandum of lease. In lieu of the recording of a lease, above prescribed, there may be recorded with like effect a memorandum of such lease, executed by all persons who are parties to the lease. A memorandum of lease thus entitled to be recorded shall contain at least the following information with respect to the lease: The name of the lessor and the name of the lessee, and the addresses, if any, set forth in the lease as addresses of such parties; a reference to the lease, with its date of execution; a description of the leased premises in the form contained in the lease; the term of the lease, with the date of commencement and the date of termination of such term, and if there is a right of extension or renewal, the maximum period for which or date to which it may be renewed, and the date or dates on which such right of extension or renewal are exercisable. If any of the dates are unknown, then the memorandum of lease shall contain the formula which the date is to be computed. Whenever a memorandum of lease is presented for recording, the lease shall also be submitted to the recording office for the purpose of examination to determine whether or not such lease (or the memorandum thereof hereby authorized) is subject to any transfer or other taxes or requires documentary or other recording stamps. Such lease when so submitted shall be stamped by the clerk so that it may be identified as the instrument so presented to the clerk at the time of the recording of such memorandum thereof, and the documentary stamps, if any, shall be affixed to the lease.

### 3-102. Other instruments which may be recorded.

Any other instrument affecting property, including, but not limited to, any contract for the conveyance of property or any subordination agreement establishing priorities between interests in property, may be recorded. The recording of any such instrument shall constitute constructive notice from the date of recording.

### 3-103. Place of recording.

The proper jurisdiction for recording all deeds or other instruments referred to in Sections 3-101 and 3-102 is as follows:

(a) In the county where the land affected by such deed or instrument lies.

(b) Where the land lies in more than one county, in all of such counties.

### 3-104. Prerequisites to recording.

(a) Transfer on assessment books. No deed for the conveyance of property, which would effect a change of ownership on the ~~assessments~~ ASSESSMENT books under Article 81, shall be received for record until the property conveyed has been transferred on the assessment books or records of the county where the property is located to the grantee or assignee named in such deed. At the time of submitting