

# UNOFFICIAL COPY

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This Instrument prepared by,  
And after Recording Return to:

Robert J. Katz, P.C.  
1990 M Street NW, Suite 410  
Washington, DC 20036

310745



Doc#: 0426634130  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 09/22/2004 03:36 PM Pg: 1 of 5

## MEMORANDUM OF LEASE

**THIS MEMORANDUM OF LEASE** (hereinafter referred to as "Memorandum of Lease") is made as of September 1, 2004, by and between CALIFORNIA GARDENS ASSOCIATES, an Illinois limited partnership (hereinafter referred to as "Successor Lessor"), having an office at 7257 North Lincoln Avenue, 1st Floor, Lincolnwood, Illinois 60712 and CALIFORNIA GARDENS CORP., an Illinois corporation (hereinafter referred to as "Successor Lessee"), having an office at 7257 North Lincoln Avenue, 1st Floor, Lincolnwood, Illinois 60712.

### RECITALS

**WHEREAS**, NUCARE REAL ESTATE LIMITED PARTNERSHIP, an Illinois limited partnership, and NUVISIONS HOLDINGS, L.L.C., an Illinois limited liability company (hereinafter referred to as the "Original Lessee"), entered into a certain Sublease dated as of June 24, 1994 (hereinafter referred to as the "Lease"), for the property commonly known as 2829 South California Boulevard, City of Chicago, County of Cook, State of Illinois 60608 and legally described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises"). LASALLE NATIONAL BANK ASSOCIATION (hereinafter referred to as "LASALLE" or the "Original Lessor"), NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 5, 1998, AND KNOWN AS TRUST NO. 122052, as the owner of the Leased Premises, became the Original Lessor under the Lease in accordance with the terms and conditions of an AMENDMENT TO SUBLEASE AND CONVERSION TO PRIME LEASE CALIFORNIA GARDENS dated as of October 13, 1998, by and between LASALLE and the Original Lessee (hereinafter referred to as the "Amendment to Lease"). The Lease, as amended by the Amendment to Lease was then assigned by the: a) Original Lessor to Successor Lessor in accordance with the terms and conditions of a certain Assignment of Original Lessor's Interest in the Lease dated as of September 1, 2004, by and between the Original Lessor and the Successor Lessor (hereinafter referred to as the "Assignment of Original Lessor's Interest in the Lease"); and b) Original Lessee to Successor Lessee in accordance with the terms and conditions of a certain Assignment of Original Lessee's Interest in the Lease dated as of September 1, 2004, by and between the Original Lessee and the Successor Lessee (hereinafter referred to as the "Assignment of Original Lessee's Interest in the Lease"). The Lease, as amended by the Amendment to Lease, assigned to the Successor Lessor by the Assignment of Original Lessor's Interest in the Lease, and assigned to the Successor Lessee by the Assignment of the Original Lessee's Interest in the Lease, was then amended in accordance with the terms and conditions of a Second Amendment to Lease dated as of September 1, 2004, by and between the Successor Lessor and the Successor Lessee (hereinafter referred to as the "Second Amendment to Lease"). The Lease, the Amendment to Lease, the Assignment of Original Lessor's Interest in the Lease, the Assignment of Original Lessee's Interest in the Lease and the Second Amendment to Lease being hereinafter collectively referred to as the "Lease Agreement".

**WHEREAS**, the Lease Agreement covers the Leased Premises, which is improved with a health care facility (hereinafter referred to as the "Facility"), together with Successor Lessor's easements and appurtenants in adjoining and adjacent land, highways, roads, streets lands, whether public or private, reasonably required for the installation, maintenance, operation and service of sewer, water, gas, power and other utility lines and for driveways and approaches to and from abutting highways for the use, and benefit of the Leased Premises, and the Facility;

Box 430

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**WHEREAS**, Successor Lessor and Successor Lessee desire to record notice of the Lease Agreement in the public records of Cook County, Illinois.

**NOW THEREFORE**, in consideration of the foregoing, Successor Lessor and Successor Lessee hereby declare as follows:

1. **Demise.** Pursuant to the Lease Agreement, Successor Lessor leased the Facility to Successor Lessee and Successor Lessee leased the Facility from Successor Lessor, subject to the terms, covenants and conditions contained therein.
2. **Expiration Date.** The term of the Lease (hereinafter referred to as "Term") commenced on July 1, 1994, and shall expire on December 31, 2020, unless sooner terminated or extended as provided in the Lease Agreement.
3. **Counterparts.** This Memorandum of Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signors had signed a single signature page.

**NO FURTHER TEXT ON THIS PAGE**

Property of Cook County Clerk's Office

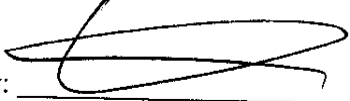
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IN WITNESS WHEREOF, Successor Lessor and Successor Lessee have executed under seal this Memorandum of Lease as of the date and year first above written.

**SUCCESSOR LESSOR:**

**CALIFORNIA GARDENS ASSOCIATES,  
an Illinois limited partnership**

By: NUHOLDINGS, INC.,  
an Illinois corporation,  
its Sole General Partner

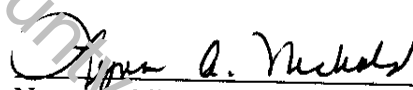
By:   
Robert Hartman, President

STATE OF ILLINOIS

COUNTY OF COOK

)  
) ss:  
)

On this 19<sup>th</sup> day of September 2004 before me personally came Robert Hartman, to me known, who being by me duly sworn, did depose and state that he is the President of NUHOLDINGS, INC., an Illinois corporation, the Sole General Partner of CALIFORNIA GARDENS ASSOCIATES, an Illinois limited partnership, and did acknowledge that he executed the foregoing instrument as the act and deed of said limited partnership.

  
Notary Public

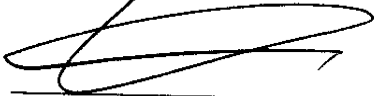


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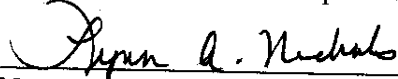
SUCCESSOR LESSEE:

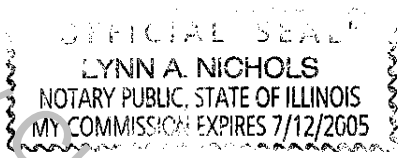
**CALIFORNIA GARDENS CORP.,**  
an Illinois corporation

By:   
Robert Hartman, President

STATE OF ILLINOIS       )  
  ) SS:  
COUNTY OF COOK        )

On this <sup>46</sup>19 day of September 2004, before me personally came Robert Hartman, to me known, who being by me duly sworn, did depose and state that he is the President of CALIFORNIA GARDENS CORP., an Illinois corporation, and did acknowledge that he executed the foregoing instrument as the act and deed of said corporation.

  
Notary Public



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**UNOFFICIAL COPY****EXHIBIT "A"****LEGAL DESCRIPTION****FOR CALIFORNIA GARDENS NURSING & REHABILITATION CENTER****FEDERAL HOUSING ADMINISTRATION****PROJECT NO. 071-22070**

THAT PART OF THE EAST 600.0 FEET OF THE WEST 883.0 FEET OF THE SOUTH 450.0 FEET OF THE NORTH 1633.0 FEET OF THE SOUTH EAST QUARTER OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1183.0 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH EAST QUARTER AND 283.0 FEET EAST OF THE WEST LINE OF SAID SOUTH EAST QUARTER (BEING ON THE EAST LINE OF SOUTH CALIFORNIA BOULEVARD), THENCE SOUTH ALONG A LINE DRAWN PARALLEL WITH SAID WEST LINE OF THE SOUTH EAST QUARTER (THE EAST LINE OF SOUTH CALIFORNIA BOULEVARD) A DISTANCE OF 450.0 FEET TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 1633.0 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH EAST QUARTER; THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 600.0 FEET; THENCE NORTHWESTERLY ALONG A LINE DRAWN AT AN ANGLE OF 60 DEGREES WITH SAID PARALLEL LINE, (MEASURED FROM WEST TO NORTH) A DISTANCE OF 519.62 FEET TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 1183.0 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH EAST QUARTER; THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 341.43 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTH EAST QUARTER OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF NORTH 1183.00 FEET OF SAID SOUTH EAST QUARTER WITH THE EAST LINE OF WEST 283.00 FEET THEREOF; THENCE SOUTH 0 DEGREES 0 MINUTES 00 SECONDS EAST ON THE EAST LINE OF THE WEST 283.00 FEET OF SAID SOUTH EAST QUARTER 16.67 FEET; THENCE NORTH 82 DEGREES 00 MINUTES 00 SECONDS EAST 117.19 FEET TO THE SOUTH LINE OF THE NORTH 1183.00 FEET OF SAID SOUTH EAST QUARTER; THENCE NORTH 89 DEGREES 50 MINUTES 30 SECONDS WEST ON LAST DESCRIBED LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALL OF THE ABOVE PROPERTY HAS BEEN SUBDIVIDED AND IS ALSO KNOWN AS:

LOT 3 IN CALIFORNIA HEALTH PARK, BEING A SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NO. 16-25-401-015, vol. 574

PROPERTY ADDRESS: 2829 SOUTH CALIFORNIA, CHICAGO, ILLINOIS.