

# UNOFFICIAL COPY



Doc#: 0707441047 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/15/2007 10:37 AM Pg: 1 of 5

**Prepared By and When**

**Recorded, Return to:**

Lorne O. Liechty, Esq.  
Liechty & McGinnis, P.C.  
7502 Greenville Avenue, Suite 750  
Dallas, Texas 75231

**Name and address of Taxpayer:**

SCP 2006-C23-028 LLC  
c/o CVS Corporation  
One CVS Drive  
Woonsocket, Rhode Island 02895  
Attn: Property Administration Dept.  
Store No 8740

## MEMORANDUM OF LEASE

THIS IS A MEMORANDUM OF LEASE by and between SCP 2006-C23-028 LLC, a Delaware limited liability company ("Landlord"), and HIGHLAND PARK CVS, L.L.C., an Illinois limited liability company ("Tenant"). Landlord has demised and let to Tenant, and Tenant has taken and leased from Landlord the premises herein described for the term herein stated, for the rent and upon the terms and conditions of that certain Lease by and between Landlord and Tenant of even date herewith (as the same may hereafter be amended, modified, supplemented or restated, the "Lease") upon the following terms:

Landlord: SCP 2006-C23-028 LLC  
2525 Fairmount Street, Suite 200  
Dallas, Texas 75201  
Attn: Greg Lovasz

Tenant: Highland Park CVS, L.L.C.  
c/o CVS Corporation  
One CVS Drive  
Woonsocket, Rhode Island 02895

Date of Lease: Dated as of November 15, 2006  
Copies of Lease are on file in offices of Landlord and Tenant

Description  
of Leased  
Premises: See Exhibit A attached hereto

Date of  
Commencement  
of Term: December 1, 2006

Date of  
Expiration  
of Term: January 31, 2032

Renewal

8323997 01 J Pagan

Box 400

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Options: Tenant has options for up to ten (10) Extension Periods of five (5) years each, as provided in the Lease.

Right of First

Refusal: Tenant may exercise a right of first refusal during any Extension Period, as provided in the Lease.

Other than the Right of First Refusal, the Lease does not provide an option for Tenant to purchase the Leased Premises. The Lease does not provide for the right of Tenant to expand the Leased Premises.

Notice is hereby given that Landlord shall not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding any of the Leased Premises through or under Tenant, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in and to any of the Leased Premises.

The purpose of this Memorandum of Lease is to give record notice of the Lease and the rights created thereby, all of which are hereby confirmed and this shall not have the effect of in any way modifying, supplementing or abridging the Lease or any of its provisions as the same are now or may hereafter be in force and effect. In the event of any conflict between the provisions of the Lease and this Memorandum of Lease, the provisions of the Lease shall prevail.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as November 15, 2006.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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## LANDLORD'S SIGNATURE PAGE

Attached to and made a part of this Memorandum of Lease dated as of November 15, 2006.

Between:

**SCP 2006-C23-028 LLC, Landlord**

and

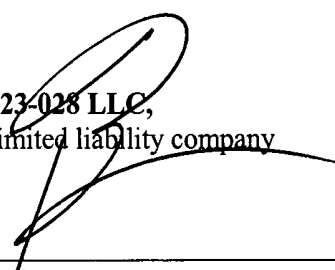
**HIGHLAND PARK CVS, L.L.C., Tenant**

Premises:

CVS Store No. 8740

Location: Chicago, Illinois

**SCP 2006-C23-028 LLC,**  
a Delaware limited liability company

By:   
Brett L. Landes, President

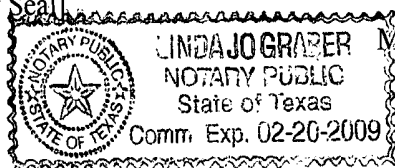
STATE OF TEXAS           §  
  §       ss.  
COUNTY OF DALLAS     §

I, Linda Jo Graber, certify that Brett L. Landes, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of November, 2006.

  
Notary Public

[Notary Seal]



My commission expires: 2-20-2009

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## TENANT'S SIGNATURE PAGE

Attached to and made a part of this Memorandum of Lease dated as of November 15, 2006.

Between:

SCP 2006-C23-028 LLC, Landlord

and

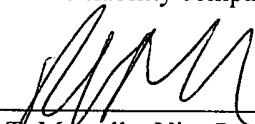
HIGHLAND PARK CVS, L.L.C., Tenant

Premise:

CVS Store No. 8740

Location: Chicago, Illinois

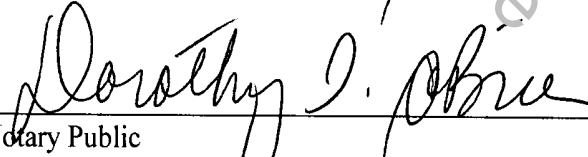
**HIGHLAND PARK CVS, L.L.C.,**  
an Illinois limited liability company

By:   
Robert T. Marcello, Vice President

STATE OF RHODE ISLAND §  
  §       ss.  
COUNTY OF PROVIDENCE §

I, **Dorothy T. O'Brien**, certify that Robert T. Marcello, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19 day of November, 2006.

  
Notary Public

[Notary Seal]

My commission expires: \_\_\_\_\_

Dorothy T. O'Brien  
Notary Public  
State of Rhode Island  
My Commission Expires 08/15/2009

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Store No. 8740  
Chicago, IL

## EXHIBIT A

### LEGAL DESCRIPTION

Lots 4 to 20 and the East half of Lot 21 in Block 1 in Rufus P. Patterson's Subdivision of Block 1 in Wright and Webster's Subdivision of the Northeast quarter of Section 12, Township 39 North, Range 13 West of the Third Principal Meridian, in Cook County, Illinois

APN: 16-12-203-005; 006; 007; 008; 009; 010; 011; 012; 013

Property of Cook County Clerk's Office