



Doc#: 0708541131 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/28/2007 02:50 PM Pg: 1 of 5

8336000 D-1 JFagan

**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-C23-025 LLC  
c/o CVS Corporation  
One CVS Drive  
Woonsocket, Rhode Island 02895  
Attn: Property Administration Dept.  
Store No 8732

MEMORANDUM OF LEASE

THIS IS A MEMORANDUM OF LEASE by and between SCP 2006-C23-025 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-C23-025 LLC  
c/o Affordable Housing, L.L.C.  
190 North 10th Street, Suite 307  
Brooklyn, New York 11211  
Attn: Leslie M. Westreich

**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

Box 400

# UNOFFICIAL COPY

**Renewal**

**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]



# UNOFFICIAL COPY

## TENANT'S SIGNATURE PAGE

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

Between:

**SCP 2006-C23-025 LLC, Landlord**

and

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

Premises:

CVS Store No. 8732

Location: Chicago, Illinois

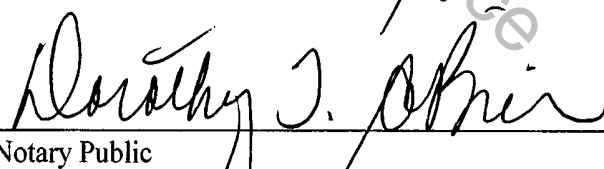
**HIGHLAND PARK CVS, L.L.C.,  
an Illinois limited liability company**

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 14 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. 8732  
Chicago, IL

## EXHIBIT A

### LEGAL DESCRIPTION

Lots 21 to 35, inclusive, and the vacated alley lying between Lots 21 to 34, inclusive, and Lot 35, all in Owner's Subdivision of all that part of Lot 7 lying West of the East line of Powell Avenue and East of the East line of North Maplewood Avenue in Circuit Court Partition of that part of the East half of the Northeast quarter (North of Milwaukee Avenue); in Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

Lots 40, 41, 42, 43, 44, 48 and 52 (Except the East 16.00 feet of said Lot 52 dedicated as a Public Alley according to City Ordinance passed June 9, 1977) in Woods Subdivision of the West 10 acres of Lot 6 in the Circuit Court Partition of 63.22 acres in Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

The 14 foot wide North and South Public Alley adjacent to Lots 40 through 44 and Lot 48 in Woods Subdivision vacated by City Ordinance passed June 9, 1977 and the 16 foot wide East and West public Alley adjacent to Lots 44 and 48 and part of Lot 52 in Woods Subdivision and Lots 34 and 35 in Owner's Subdivision vacated by City Ordinance passed June 9, 1977, in Cook County, Illinois

APN: 13-36-225-001; 002; 003; 004; 005; 006; 007; 047