**UNOFFICIAL COPY** 

PREPARED BY:

Brian J. Pleviak Levenfeld Pearlstein, LLC 2 North LaSalle Street Suite 1300 Chicago, Illinois 60602

WHEN RECORDED RETURN TO:

Edward J Lief erman
Husch & Epponeerger, LLC
190 Carondelet Pl<sub>473</sub>
Suite 600
Clayton, Missouri 63195

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377

Doc#: 0801744009 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 01/17/2008 11:35 AM Pg: 1 of 4

#### MEMORANDUM OF LEASE

THIS MEMORANDUM OF I LASE (this "Memorandum") is made as of the 15th day of January 2008, by and between TAILOR LOSTS LLC, an Illinois limited liability company ("Landlord") and BVP JACKSON PLACE, LLC, a Delavare limited liability company ("Tenant").

WHEREAS, Landlord has leased to Tenant, the land legally described on Exhibit A attached hereto and incorporated herein by this reference and all improvements located thereon (collectively, the "Premises") on the terms and conditions set forth in that certain Master Lease between the parties effective as of January 15, 2008 (the "Lease").

WHEREAS, both parties desire to record this Memorandum of Lease in the public records of Cook County, State of Illinois.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. Subject to the terms and conditions of the Lease, Landlord hereby leases to Tenant the
- 2. The Lease has a term expiring on December 31, 2029, unless sooner terminated as
- 3. Landlord covenants that Landlord holds leasehold title to the Premises pursuant to that certain Special Warranty Deed dated January 15, 2008, by and between Landlord, as grantee, and Tenant, as granter, as recorded in the public records of Cook County, State of Illinois as document number 0801744007.
- 4. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease, the terms of which are incorporated herein by reference. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.
- 5. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

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The parties hereto have executed this MEMORANDUM OF LEASE as of the date first set forth above.

#### LANDLORD:

TAILOR LOFTS, LLC,

an Illinois limited liability company

By: BVP Tailor Lofts Manager, LLC, a Delaware limited liability company,

its Manager

Name: Peter Stelian
Its: Authorized Signatory

#### **TENANT:**

BVP JACKSON PLACE, LLC,

a Delaware limited liability company

DOOP COOP

Peter Stelian Authorized Signatory Anth.

Control

Contr

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STATE OF ILLINOIS	)		
COUNTY OF COOK	) ss: )		
On January <u>15</u> , 2008, 1	before me,	Linda Piper BVP Tailor Lofts Manager, LLC,	personally appeared
Peter Stelian, Authorize	d Signatory of	BVP Tailor Lofts Manager, LLC,	a Delaware limited liability
company, Manager of TA	AILOR LOFTS	, LLC, an Illinois limited liability co	empany, personally known to
me (or proved to me on	the basis of satis	sfactory evidence) to be the person	whose name is subscribed to
the within instrument and	d acknowledged	to me that he executed the same in	his authorized capacity and
that by his signature on	the instrument t	he person, or the entity upon behal	f of which the person acted
executed the instrument.			and person detect,

Witness my hand and official seal.

OFFICIAL SEAL
LINDA PIPER
NOTARY PUBLIC - STATE OF ILLUCIS
MY COMMISSION EXPIRES 020-2/11

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#### EXHIBIT A

### LEGAL DESCRIPTION OF THE LAND

COMMON ADDRESS:

PIN:

847 W. Jackson Street, Chicago, Illinois

17-17-227-001-0000, 17-17-227-002-0000, 17-17-227-003-0000,

17-17-227-004-0000, 17-17-227-005-0000

#### PARCEL 1:

THE NORTH 1/2 OF LOT 14 AND ALL OF LOTS 15 AND 16 IN BLOCK 19 IN DUNCAN'S ADDITION TO CHICAGO (EXCEPTING FROM SAID LAND THE EAST 9.00 FEET THEREOF TAKEN OR USED FOR ALLEY) IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE NORTH 1/2 OF LOT 12 ALL OF LOT 13 AND THE SOUTH 1/2 OF LOT 14 IN BLOCK 19 IN DUNCAN'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING FROM SAID LAND THE EAST 9.00 FEET THEREOF TAKEN OR USED FOR ALLEY).

#### PARCEL 3:

THE NORTH 1/2 OF LOT 11 AND THE SOUTH 1/2 OF LOT 12 IN BLOCK 19 IN DUNCAN'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING FROM SAID LAND THE EAST 9 % FEET THEREOF TAKEN OR USED FOR ALLEY).

#### PARCEL 4:

THE SOUTH 1/2 OF LOT 11 (EXCEPTING FROM SAID LAND THE EAST 9.00 FEAT. THEREOF TAKEN OR USED FOR ALLEY) IN BLOCK 19 IN DUNCAN'S ADDITION TO CHICAGO. IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.