



Doc#: 1016929063 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/18/2010 01:15 PM Pg: 1 of 7

363

Return to: 09/12/17
Old Republic National Title Insurance Company
360 Memorial Drive
Suite 110
Crystal Lake, IL 60014

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made as of May 19, 2010 by and among **HEALTH CARE REIT, INC.**, a corporation organized under the laws of the State of Delaware, and **HCRI ILLINOIS PROPERTIES, LLC**, a limited liability company organized under the laws of the State of Delaware (collectively, the "Landlord"), and **CRL SERVICES, LLC**, a limited liability company organized under the laws of the State of Illinois (the "Tenant").

1. Lease. Landlord and Tenant have entered into and executed a Seventh Amended and Restated Master Lease Agreement (the "Lease") dated as of May 19, 2010 ("Amendment Effective Date") relating to the real property described on Exhibit A attached hereto ("Subject Property"). Additional property that is not located in the county of the Subject Property may now be or may hereafter become subject to the Lease. The requisite Memoranda of Lease have been or will be filed in the appropriate jurisdictions with respect to such additional property.

2. Address of Landlord. Landlord's address as set forth in the Lease is One SeaGate, Suite 1500, P. O. Box 1475, Toledo, Ohio 43603-1475.

3. Address of Tenant. Tenant's address as set forth in the Lease is 875 N. Michigan Avenue, Suite 3740, Chicago, Illinois 60611.

4. Term of Lease. The initial term ("Initial Term") of the Lease commences on the Effective Date and expires at 12:00 Midnight Eastern Time on the day before the fifteenth anniversary of the Fixed Term Commencement Date (as defined in the Lease) of the Morton Grove Facility ("Expiration Date"); provided, however, that [i] Tenant has the option to renew the Lease for one or more renewal terms as set forth in the Lease; and [ii] that the Initial Term may be extended from time to time pursuant to the provisions of the Lease.

5. Option to Purchase. Tenant has the option to purchase the Subject Property upon the terms and conditions set forth in the Lease.

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6. Mechanic's Liens. The Lease provides that Tenant shall have no authority to permit or create a lien against Landlord's interest in the Subject Property.

7. Incorporation of Lease. The Lease is unrecorded and is herein expressly incorporated by reference for a complete statement of the rights and obligations of Landlord and Tenant with respect to the Subject Property. Any conflict between this Memorandum of Lease and the Lease shall be governed by the terms of the Lease.

8. Release. Tenant agrees to promptly execute a release of this Memorandum of Lease at any time after the Lease has terminated.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the date first set forth above.

HEALTH CARE REIT, INC.

By: Erin C. Ibele
Erin C. Ibele
Senior Vice President-Administration
and Corporate Secretary

HCRI ILLINOIS PROPERTIES, LLC

By: Health Care REIT, Inc.,
Its Sole Member
By: Erin C. Ibele
Erin C. Ibele
Senior Vice President-Administration
and Corporate Secretary

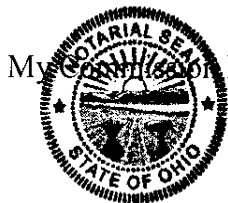
CRL SERVICES, LLC

By: Dan Anbar
Dan Anbar, Its Manager

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 17th day of May, 2010 by Erin C. Ibele, the Senior Vice President-Administration and Corporate Secretary of Health Care REIT, Inc., a Delaware corporation, on behalf of the corporation.

Donna J. Lunsford
Notary Public



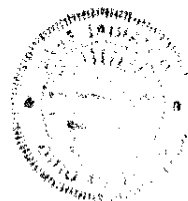
DONNA J. LUNSFORD
Notary Public
In and for the State of Ohio
My Commission Expires
April 22, 2012

[SEAL]

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Property of Cook County Clerk's Office

APR 22 2013
Cook County Clerk's Office
100 North Dearborn
Chicago, IL 60610



UNOFFICIAL COPY

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the date first set forth above.

HEALTH CARE REIT, INC.

By: _____

Title: _____

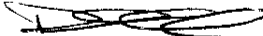
HCRI ILLINOIS PROPERTIES, LLC

By: Health Care REIT, Inc.,
Its Sole Member

By: _____

Title: _____

CRL SERVICES, LLC

By:  _____

Dan Anbar, Its Manager

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this ___ day of _____, 2010 by _____, the _____ of Health Care REIT, Inc., a Delaware corporation, on behalf of the corporation.

Notary Public

My Commission Expires: _____

[SEAL]

UNOFFICIAL COPY

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 17th day of May, 2010 by Erin C. Ibele, the Senior Vice President-Administration and Corporate Secretary of Health Care REIT, Inc., as the sole member of HCRI Illinois Properties, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Donna J. Lunsford
Notary Public

My Commission Expires April 22, 2012
in and for the State of Ohio



[SEAL]

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ___ day of _____, 2010 by Dan Anbar, the Manager of CRL Services, LLC, an Illinois limited liability company, on behalf of the limited liability company.

Notary Public

My Commission Expires: _____

[SEAL]

THIS INSTRUMENT PREPARED BY:

Eileen M. Best, Esq.
Shumaker, Loop & Kendrick, LLP
1000 Jackson Street
Toledo, Ohio 43604-5573

AFTER RECORDING RETURN TO:

Suzanne Rippel
Lawyer's Title Insurance Corporation
270 Lexington Avenue, Suite 201
Mansfield, OH 44907

UNOFFICIAL COPY

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this ___ day of _____, 2010 by _____, the _____ of Health Care REIT, Inc., as the sole member of HCRI Illinois Properties, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

My Commission Expires: _____

[SEAL]

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 13 day of May, 2010 by Dan Anbar, the Manager of CRL Services, LLC, an Illinois limited liability company, on behalf of the limited liability company.

Notary Public

My Commission Expires: 3/26/14

[SEAL]

THIS INSTRUMENT PREPARED BY:

Eileen M. Best, Esq.
Shumaker, Loop & Kendrick, LLP
1000 Jackson Street
Toledo, Ohio 43604-5573

AFTER RECORDING RETURN TO:

Suzanne Rippel
Lawyer's Title Insurance Corporation
270 Lexington Avenue, Suite 201
Mansfield, OH 44907



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EXHIBIT A: LEGAL DESCRIPTION

Facility Name: Morton Grove Facility

Parcel 1: The West 30 feet of Lot 6 and the South 7 feet of the West 30 feet of Lot 5 in Skokie Manor Highlands First Addition being a Resubdivision of part of the East 5 acres of Lot 2 in the Subdivision of Lots 1, 5 and 6 in Owner's Subdivision of the West half of Section 21, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois.

Parcel 2: The West 18 feet of the East 5 acres of Lot 2 (except therefrom the North 500 feet thereof and the Southeasterly 33 feet thereof) in the Subdivision of Lots 1, 5 and 6 of Owner's Subdivision of the West half of Section 21, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois.

Parcel 3: That part of Lot 2 (except the East 5 acres thereof) and (except that part taken for Edens Expressway) and (except that part taken for Lincoln Avenue) in the Subdivision of Lots 1, 5 and 6 of Owner's Subdivision of the West half of Section 21, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 5520 Lincoln Avenue, Morton Grove, IL 60053-3416

Property Index Numbers: 10-21-119-066-000 (Parcel 1)
 10-21-119-107-000 (Parcel 2)
 10-21-119-001-000 (Parcel 3)