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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/28/2018 03:10 PM PG: 1 OF 7

Prepared by and when recorded return to:

**Fidelity National Title - NCS DIV
Attn.: Kelli Vos
One East Washington Street Suite 450
Phoenix, AZ. 85004
602-343-7571**

5252-1700631
Escrow No. : Z1725712-KJV

Master No.: Z1725708-KJV

**DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF
THE RECORDED DOCUMENT.**

DOCUMENT TO RECORD:

MEMORANDUM OF ASSIGNMENT OF LEASE

CCRD REVIEW R

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MEMORANDUM OF ASSIGNMENT OF LEASE

Recording requested by, and
After recording return to:

REALTY INCOME PROPERTIES 13, LLC
c/o Realty Income Corporation
Attn: Legal Department
11995 El Camino Real
San Diego, CA 92130

This Memorandum of Assignment of Lease (the "**Memorandum**") is made and entered into as of December 18, 2017 by and between SCP 2003D-22 LLC, a Delaware limited liability company ("**Assignor**") and REALTY INCOME PROPERTIES 13, LLC, a Delaware limited liability company ("**Assignee**") who acknowledge and agree as follows:

1. **Lease.** Assignor and the predecessor in interest of HIGHLAND PARK CVS, L.L.C., an Illinois limited liability company, entered into that certain Lease dated December 18, 2003 (as amended, the "**Lease**") for that certain real property ("**Premises**"), which legal description is attached hereto and incorporated herein as Exhibit "A," commonly known as:

CVS Store No. 5769
470 S TORRENCE AVE
CALUMET CITY, IL 60409

A Memorandum of Lease was recorded on February 10, 2004 as Instrument No. 0404132103 in the official records of the County of COOK, State of ILLINOIS, as amended by that certain Amended Memorandum of Lease dated December __, 2017, recorded on _____, 20__ as Instrument No. _____ in the official records of the County of COOK, State of ILLINOIS.

Assignor has assigned the Lease to Assignee as more specifically set forth in the certain Assignment of Lease and Acceptance of Assignment and Assumption of Lease ("**Assignment**") effective on the date the deed transferring ownership of the Premises to Assignee is recorded. The Lease expires on January 31, 2038. Tenant has ten (10) – five (5) year options to extend the term of the Lease.

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2. Purpose of Memorandum. This Memorandum is prepared for the purpose of recordation and does not modify the provisions of the Lease or the Assignment. The Lease and the Assignment are incorporated herein by reference. If there are any conflicts between the Lease or the Assignment and this Memorandum, the provisions of the Lease or the Assignment, as the case may be, shall prevail.


ASSIGNEE:

ASSIGNOR:

REALTY INCOME PROPERTIES 13, LLC,
a Delaware limited liability company

SCP 2003D-22 LLC,
a Delaware limited liability company

By: Realty Income Corporation,
a Maryland corporation,
its sole and managing member

By: 
Michael R. Pfeiffer
Executive Vice President,
General Counsel

By: _____
Howard Kadish, Manager

Date: December 18, 2017


Date: _____

Approved As To Form
Legal Department

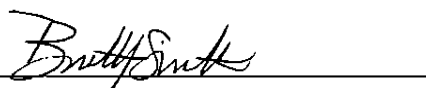
S. Jensen

Signed, sealed, and delivered this 18th day of
this December, 2017, in the presence of:

Signed, sealed, and delivered this _____ day of
this December, 2017, in the presence of:


Witness CHRISTY ANDERSON

Witness


Witness Brittany Smith

Witness

Attach a notary acknowledgment for all signatures.

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2. Purpose of Memorandum. This Memorandum is prepared for the purpose of recordation and does not modify the provisions of the Lease or the Assignment. The Lease and the Assignment are incorporated herein by reference. If there are any conflicts between the Lease or the Assignment and this Memorandum, the provisions of the Lease or the Assignment, as the case may be, shall prevail.

ASSIGNEE:

REALTY INCOME PROPERTIES 13, LLC,
a Delaware limited liability company

By: Realty Income Corporation,
a Maryland corporation,
its sole and managing member

By: _____
[Authorized Officer]

Date: _____

Signed, sealed, and delivered this _____ day of
this December, 2017, in the presence of:

Witness

Witness

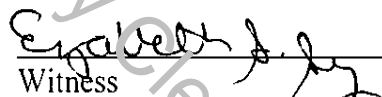
ASSIGNOR:


SCP 2003D-22 LLC,
a Delaware limited liability company

By: 
Howard Kadish, Manager

Date: December 18, 2017

Signed, sealed, and delivered this 18th day of
this December, 2017, in the presence of:


Witness


Witness

Attach a notary acknowledgment for all signatures.

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ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

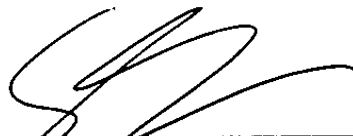
STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On December 18, 2017 before me, Sophia Murphy, Notary Public, personally appeared Michael R. Pfeiffer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



(Notary Seal)

State of New York

County of Nassau

I, _____ a Notary Public in and for said County and State, do hereby certify that Howard Kadish, Manager of SCP 2003D-22 LLC, a Delaware limited liability company, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act, for the purposes and therein set forth.

Given under my hand and official seal this ___ day of December, 2017.

My commission expires:

Notary Public

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ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On _____, 2017 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (Notary Seal)

State of New York

County of Nassau

I, John D. Chillemi a Notary Public in and for said County and State, do hereby certify that Howard Kadish, Manager of SCP 2003D-22 LLC, a Delaware limited liability company, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act, for the purposes and therein set forth.

Given under my hand and official seal this 13th day of December, 2017.

My commission expires: 3/14/2019

JOHN DOMINIC CHILLEMI
Notary Public, State of New York
Registration #01CH6237254
Qualified In Queens County
Commission Expires 3/14/2019

John D. Chillemi
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOT 17 (EXCEPT THE EAST 5 FEET) LOT 18 (EXCEPT THE EAST 5 FEET) AND LOTS 19 AND 20 (EXCEPT THAT PART LYING SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 19, A DISTANCE OF 5.00 FEET WEST OF THE NORTHEAST CORNER; THENCE SOUTH IN A STRAIGHT LINE PARALLEL TO THE EAST LINE OF SAID LOTS 19 AND 20, A DISTANCE OF 80 FEET TO A POINT, BEING A DISTANCE OF 5 FEET WEST OF THE EAST LINE AND 45 FEET NORTH OF THE SOUTH LINE; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 45.54 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 20, A DISTANCE OF 12.00 FEET WEST OF THE SOUTHEAST CORNER) IN BLOCK 1 IN CALUMET CITY SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 8, 9, 10 AND 11, BOTH INCLUSIVE (EXCEPT THE EAST 5.00 FEET THEREOF) IN BLOCK 1 IN CALUMET CITY SUBDIVISION, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 12, 13, 14, 15 AND 16, BOTH INCLUSIVE (EXCEPT THE EAST 5.00 FEET THEREOF) IN BLOCK 1 IN CALUMET CITY SUBDIVISION, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DESCRIPTION AS SURVEYED:

PART OF LOTS 8 THROUGH 20 IN BLOCK 1 IN CALUMET CITY SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS EAST, 114.55 FEET TO THE WEST RIGHT OF WAY OF TORRENCE AVENUE; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST, 355.03 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY SOUTH 08 DEGREES 46 MINUTES 35 SECONDS WEST, 45.54 FEET TO THE NORTH RIGHT OF WAY OF SIBLEY BLVD; THENCE ALONG SAID RIGHT OF WAY NORTH 89 DEGREES 57 MINUTES 41 SECONDS WEST, 108.03 FEET TO THE WEST LINE OF SAID LOT 20 AND THE EAST LINE OF A 16 FOOT ALLEY; THENCE ALONG SAID EAST LINE NORTH 00 DEGREES 00 MINUTES 25 SECONDS EAST, 399.99 FEET TO THE POINT OF BEGINNING.