



MISC 2011072257



AUG 25 2011 12:35 P 7

Fee amount: 35.50
FB: 25-36790
COMP: AH

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
08/25/2011 12:35:51.00



2011072257

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1. **Title of Document:** Memorandum of Lease
2. **Date of Document:** August 1, 2011
3. **Grantor(s):** St. Joseph Tower, L.L.C.,
A Nebraska limited liability company
4. **Grantee(s):** St. Joseph Terrace Apartments, L.L.C.,
A Nebraska limited liability company
5. **Statutory Mailing Address(es):**

Grantee's Mailing Address: St. Joseph Terrace Apartments, L.L.C.
2205 South 10th Street
Omaha, Nebraska 68108
6. **Legal description:** See Exhibit A annexed to the document.
7. **Reference(s) to Book and Page(s):** N/A

Note: The terms "grantor" and "grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself refers to the parties by other designations.

-41- 10-112320

MEMORANDUM OF LEASE

This **MEMORANDUM OF LEASE** is made and entered into as of this 15th day of August, 2011, by and between

St. Joseph Tower, L.L.C., a Nebraska limited liability company ("Landlord"), whose mailing address is 13637 Nicholas Street, Omaha, Nebraska 68154, and

St. Joseph Terrace Apartments, L.L.C., a Nebraska limited liability company ("Tenant"), whose mailing address is 2205 South 10th Street, Omaha, Nebraska 68108.

WITNESSETH:

WHEREAS, Landlord, as landlord, and Tenant, as tenant, entered into that certain **Assisted Living Facility Lease dated as of August 1, 2011** (the "Lease"), which Lease covers certain demised premises (the "Demised Premises") located in the **City of Omaha, Douglas County, State of Nebraska**, described in Exhibit A hereto attached and incorporated herein by this reference; and

WHEREAS, Landlord and Tenant desire to record this Memorandum of Lease in the real estate records of the County of Douglas, Nebraska, in order to place the general public on notice of the Tenant's interest in the Demised Premises pursuant to the Lease.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Landlord hereby demises, leases and lets to the Tenant, the Demised Premises more particularly described on Exhibit A attached hereto.

TO HAVE AND TO HOLD the Demised Premises for the Term described below, all as provided under the Lease, at the rentals and subject to the terms, covenants and conditions appearing in the Lease between the parties hereto.

A. Lease of Demised Premises. Landlord herein is the "Landlord" under the Lease, and the Tenant herein is the "Tenant" under the Lease. The Lease covers all of the Demised Premises described in Exhibit A annexed hereto, and all improvements, buildings, fixtures and appurtenances thereon or appertaining thereto. Landlord has leased and hereby leases the Demised Premises to Tenant, on the terms and conditions set forth in the Lease, to have and to hold the Demised Premises for the "Term" of the Lease.

B. Term of Lease. The "Term" of the Lease **commences on the date of the Lease, and expires five (5) years thereafter.** The Lease contains six (6) successive options to renew the Term of the Lease for renewal period of **three (3) years each.**

C. Reference to Lease. Reference hereby is made to the Lease itself (which hereby is incorporated herein by this reference) for the complete and definitive statement of the rights, duties, liabilities, obligations and responsibilities of Landlord and Tenant under the Lease, and for the terms, conditions and limitations of the Lease. This Memorandum of Lease is subject to all the

terms and conditions of the Lease.

D. Copy of Lease on File; Information. A true and correct copy of the Lease is on file at the law offices of David S. Lang, Esq., Rosenblum, Goldenhersh, Silverstein & Zafft, P.C., 7733 Forsyth Blvd. - 4th Floor, St. Louis, Missouri 63105, Tel. No. 314-726-6868, Fax No. 314-726-6786. For further information concerning the Lease or this Memorandum of Lease, please contact said attorney.

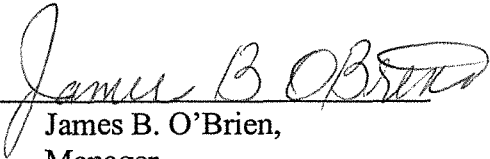
E. Miscellaneous. All capitalized terms not herein defined shall have the meanings ascribed to such terms in the Lease. This instrument shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and permitted assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be executed as of the date hereinabove stated.

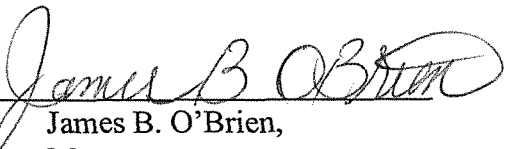
LANDLORD:

ST. JOSEPH TOWER, L.L.C.,
A Nebraska limited liability company

By: 
James B. O'Brien,
Manager

TENANT:

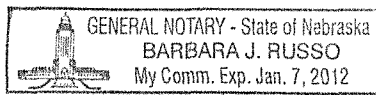
ST. JOSEPH TERRACE APARTMENTS, L.L.C.,
A Nebraska limited liability company

By: 
James B. O'Brien,
Manager

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 18th day of August, 2011, before me appeared James B. O'Brien, to me personally known, who, being by me duly sworn, did say that he is the Manager of **St. Joseph Tower, L.L.C.**, a Nebraska limited liability company, as **Landlord**, and that said instrument was signed in behalf of said limited liability company, by authority of its member; and said James B. O'Brien, the manager of St. Joseph Tower, L.L.C., acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



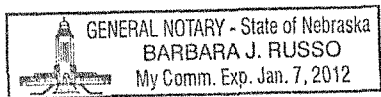
Barbara J. Russo
Notary Public

My term expires:
January 7, 2012

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 18th day of August, 2011, before me appeared James B. O'Brien, to me personally known, who, being by me duly sworn, did say that he is the Manager of **St. Joseph Terrace Apartments, L.L.C.**, a Nebraska limited liability company, as **Tenant**, and that said instrument was signed in behalf of said limited liability company, by authority of its members; and said James B. O'Brien, the manager of St. Joseph Terrace Apartments, L.L.C., acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Barbara J. Russo
Notary Public

My term expires:
January 7, 2012

EXHIBITA

Legal Description

Unit 2, St. Joseph High Rise Condominium Property Regime, a condominium regime organized under the laws of the State of Nebraska, in the City of Omaha, Douglas County, Nebraska, pursuant to Master Deed and Declaration of Covenants, Conditions and Restrictions and Reservation of Easements dated August 14, 1998 and recorded October 19, 1998, in Book 2104 at Page 216 of the Deed records of Douglas County, Nebraska, and as Amended by First Amendment to the Master Deed and Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, dated June 1, 1999 and recorded July 13, 1999 at Book 1300, page 150 of the Miscellaneous Records of Douglas County, Nebraska.