

UNOFFICIAL COPY



PREPARED BY AND RECORDING REQUESTED BY:

Polsinelli PC
161 N. Clark Street, Suite 4200
Chicago, IL 60601
Attn: Mark Gershon, Esq.

Doc#: 1519516049 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/14/2015 12:16 PM Pg: 1 of 10

WHEN RECORDED RETURN TO:

Polsinelli PC
161 N. Clark Street, Suite 4200
Chicago, IL 60601
Attn: Mark Gershon, Esq.

MEMORANDUM OF LEASE

700526-115

3 of 4 DW

CCRD REVIEWER *for*

UNOFFICIAL COPY

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into effective as of this 7th day of July, 2015, Seritage KMT Finance LLC, a Delaware limited liability company and Seritage SRC Finance LLC, a Delaware limited liability company, as their interests may appear, "**Landlord**", and Kmart Operations LLC, a Delaware limited liability company, and Sears Operations LLC, a Delaware limited liability company, as their interests may appear, "**Tenant**" with respect to that certain Master Lease dated as of July 7, 2015, between Landlord and Tenant, as (as modified or amended, the "**Lease**").

FOR AND IN CONSIDERATION of valuable consideration paid by Tenant to Landlord, receipt of which is hereby acknowledged, and the mutual covenants contained in the Lease, Landlord has leased to Tenant, and Tenant has hired and leased from Landlord, certain land, leased improvements, and fixtures, as described in the Lease, including the real property described in the attached Exhibit A (the "**Demised Premises**").

The Demised Premises are leased to Tenant by Landlord for the period of time and upon the terms and conditions more fully set forth in the Lease. Said Lease is hereby incorporated by reference, and copies thereof are on file at the offices of Landlord and Tenant.

The initial term of the Lease, commencing as of the date of the Lease, is ten (10) years, subject to three (3) consecutive renewal terms of five (5) years each and a fourth consecutive renewal term of four (4) years, contained in the Lease. Tenant shall use the Demised Premises for the uses permitted by the Lease.

All rights and obligations of Landlord and Tenant are governed by the terms, covenants, and conditions contained in the Lease. The incomplete statement of any such covenant, condition or provision in this Memorandum of Lease shall not be deemed to modify or amend any of the provisions of the Lease, which shall be the controlling instrument.

This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

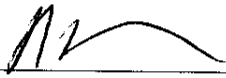
(Remainder of page intentionally left blank: signatures on following pages)

UNOFFICIAL COPY

Seritage SRC Finance LLC,
a Delaware limited liability company

By: Seritage SRC Mezzanine Finance LLC,
a Delaware limited liability company,
its sole member

By: Sears, Roebuck and Co.,
a New York corporation,
its sole member

By: 

Robert A. Riecker, Vice President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Seritage KMT Finance LLC,
a Delaware limited liability company

By: Seritage KMT Mezzanine Finance LLC,
a Delaware limited liability company,
its sole member

By: Kmart Corporation,
a Michigan corporation,
its sole member

By: 
Robert A. Riecker, Vice President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

TENANT:

KMART OPERATIONS LLC, a Delaware limited liability company

By: [Signature]
 Name: S. Jeffrey Stollenwerck
 Title: Senior Vice-President

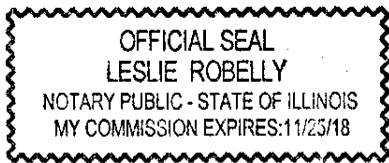
STATE OF Illinois)
) SS.
 COUNTY OF Cook)

On this 27th day of June 2015, before me personally appeared S. Jeffrey Stollenwerck, the Senior Vice-President of Kmart Operations LLC, a Delaware limited liability company, to me known to be the person described in and who executed the foregoing instrument, who, being by me duly sworn, did say that this instrument was signed on behalf of said entity with due authority, and acknowledged that such persons executed the same as such person's free act and deed in such person's aforementioned capacity on behalf of the entity.

IN TESTIMONY 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.

(SEAL)

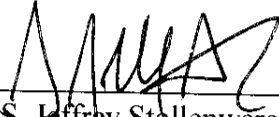
[Signature]
 Notary Public
 Print Name: Leslie Robelly
 My Commission Expires: 11/25/18



UNOFFICIAL COPY

TENANT:

SEARS OPERATIONS LLC, a Delaware limited liability company

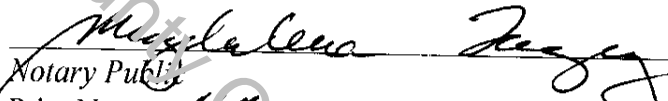
By: 
Name: S. Jeffrey Stollenwerck
Title: Senior Vice-President

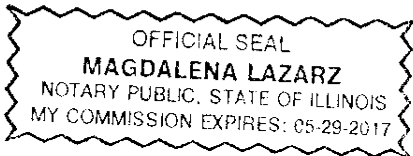
STATE OF ILLINOIS)
) SS.
COUNTY OF DECK)

On this 29 day of June, 2015, before me personally appeared S. Jeffrey Stollenwerck, the Senior Vice-President of Sears Operations LLC, a Delaware limited liability company, to me known to be the person described in and who executed the foregoing instrument, who, being by me duly sworn, did say that this instrument was signed on behalf of said entity with due authority, and acknowledged that such persons executed the same as such person's free act and deed in such person's aforementioned capacity on behalf of the entity.

IN TESTIMONY 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.

(SEAL)


Notary Public
Print Name: MAGDALENA LAZARZ
My Commission Expires: 5/29/17



UNOFFICIAL COPYExhibit ALegal Description

NCS-700526-115 - 1601 North Harlem Avenue, Chicago, Illinois, 60707

PARCEL 1A:

LOTS 54 AND 55 IN MILLS & SONS HARLEM AVENUE RESUBDIVISION OF LOTS 1 TO 5 IN BLOCK 12 AND LOTS 4 AND 5 IN BLOCK 13 AND LOTS 1 TO 4 IN BLOCK 24 AND LOT 3 IN BLOCK 25, ALL IN MILLS AND SONS GREEN FIELDS SUBDIVISION, BEING A SUBDIVISION OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 29, 1926, AS DOCUMENT 9355707, IN COOK COUNTY, ILLINOIS.

PARCEL 1B:

LOTS 1, 2, 8, 9 AND 10 IN BLOCK 25 INCLUSIVE IN MILLS & SONS GREEN FIELDS SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER AND ALSO THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALSO THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, ALSO THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 THROUGH 7, BOTH INCLUSIVE, AND THE VACATED ALLEY NORTH OF LOTS 1 THROUGH 7, AND LOTS 8 THROUGH 18, BOTH INCLUSIVE, AND THE VACATED ALLEY WEST OF LOTS 8 THROUGH 18, IN MADSEN'S SECOND NORTH OF OAK PARK SUBDIVISION, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 205.84 FEET OF THE WEST 245.84 FEET OF THE NORTH 583.46 OF THE SOUTH 633.46 FEET OF WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 107 THRU 117, INCLUSIVE, IN MADSEN'S NORTH OF OAK PARK SUBDIVISION BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE WEST 95.18 FEET OF LOTS 82 THRU 92, INCLUSIVE, IN MADSEN'S NORTH OF OAK PARK SUBDIVISION, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

Permanent Index Numbers:

- 12-36-431-027-0000 (Affects Lots 54 and 55 - Parcel 1A)
- 12-36-431-029-0000 (Affects Parcel 1B)
- 13-31-321-032-0000 (Affects Parcel 2)
- 13-31-321-033-0000 (Affects Parcel 3)
- 13-31-322-001-0000 (Affects Lot 117 - Parcel 4)
- 13-31-322-002-0000 (Affects Lot 116 - Parcel 4)
- 13-31-322-003-0000 (Affects Lot 115 - Parcel 4)
- 13-31-322-004-0000 (Affects Lot 114 - Parcel 4)
- 13-31-322-005-0000 (Affects Lot 113 - Parcel 4)
- 13-31-322-006-0000 (Affects Lot 112 - Parcel 4)
- 13-31-322-007-0000 (Affects Lot 111 - Parcel 4)
- 13-31-322-008-0000 (Affects Lot 110 - Parcel 4)
- 13-31-322-009-0000 (Affects Lot 109 - Parcel 4)
- 13-31-322-010-0000 (Affects Lot 108 - Parcel 4)
- 13-31-322-011-0000 (Affects Lot 107 - Parcel 4)
- 13-31-322-039-0000 (Affects the West 95.18 feet of Lot 82 - Parcel 5)
- 13-31-322-041-0000 (Affects the West 95.18 feet of Lot 83 - Parcel 5)
- 13-31-322-043-0000 (Affects the West 95.18 feet of Lot 84 - Parcel 5)
- 13-31-322-045-0000 (Affects the West 95.18 feet of Lot 85 - Parcel 5)
- 13-31-322-047-0000 (Affects the West 95.18 feet of Lot 86 - Parcel 5)
- 13-31-322-049-0000 (Affects the West 95.18 feet of Lot 87 - Parcel 5)
- 13-31-322-051-0000 (Affects the West 95.18 feet of Lot 88 - Parcel 5)
- 13-31-322-053-0000 (Affects the West 95.18 feet of Lot 89 - Parcel 5)
- 13-31-322-055-0000 (Affects the West 95.18 feet of Lot 90 - Parcel 5)
- 13-31-322-057-0000 (Affects the West 95.18 feet of Lot 91 - Parcel 5)
- 13-31-322-059-0000 (Affects the West 95.18 feet of Lot 92 - Parcel 5)

County Clerk's Office