

UNOFFICIAL COPY



When recorded return to:

Fidelity National Title - NCS DIV
Attn.: Kelli Vos
One East Washington Street Suite 450
Phoenix, AZ. 85004
602-343-7572

Doc#: 1529416001 Fee: \$48.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/21/2015 09:37 AM Pg: 1 of 6

Escrow No. Z1519993

5252-1500459

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

DOCUMENT TO BE RECORDED:

Memorandum of Lease

2

6

UNOFFICIAL COPY

PREPARED BY:

Kutak Rock LLP
 8601 North Scottsdale Road, Suite 300
 Scottsdale, Arizona 85253
 Attention: Heather Fox

TO BE RETURNED TO:

ARC CAFEUSA001, LLC
 c/o VEREIT, Inc.
 2325 East Camelback Road, Suite 1100
 Phoenix, AZ 85016
 Attention: Legal Department – Real Estate

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is executed effective as of September 28, 2015, by and between **ARC CAFEUSA001, LLC**, a Delaware limited liability company ("Lessor"), whose address is c/o VEREIT, Inc., 2325 E. Camelback Road, Suite 1100, Phoenix, Arizona 85016, and **FQSR, LLC**, a Delaware limited liability company ("Lessee"), whose address is c/o KBP Foods, 8900 Indian Creek Parkway; Suite 100, Overland Park, KS 66210, Attn: Barry Dubin.

Recitals

Lessor and Lessee entered into that certain Lease (the "Lease") of even date herewith (the "Effective Date"), the terms, provisions and conditions of which are incorporated herein by this reference to the same extent as if recited in their entirety herein, whereby Lessor has leased to Lessee, and Lessee has rented and leased from Lessor, on and subject to the terms, provisions and conditions of the Lease, real property located in Matteson, IL (the "Premises"), which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Premises"). Unless otherwise expressly provided herein, all defined terms used in this Memorandum shall have the same meanings as are ascribed to such terms in the Lease.

NOW, THEREFORE, Lessor and Lessee hereby make specific reference to the following terms, provisions and conditions of the Lease:

1. The term of the Lease commences as of the Commencement Date and continues until September 30, 2035, unless extended as provided below or terminated sooner as provided in the Lease.

2. Provided Lessee is not in default under the terms of the Lease beyond all applicable cure periods, Lessee has a right to extend the term of the Lease for up to 2 additional successive periods of 5 years each, by written notice to Lessor as provided in the Lease.

3. NOTICE IS HEREBY GIVEN THAT THE LEASE LIMITS LESSEE'S ABILITY TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF

UNOFFICIAL COPY

TRUST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF THE PREMISES.

4. Original copies of the Lease are in the possession of Lessor and Lessee. The Lease contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Premises on notice of the existence of the Lease and, where appropriate, its contents, and shall ratify and confirm all other terms of the Lease as fully as if the same had been set forth herein. Additional information concerning the terms of the Lease can be obtained by persons with a legitimate interest therein from Lessor or Lessee at the addresses set forth above.

5. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect. To the extent that the terms hereof are inconsistent with the terms of the Lease, the terms of the Lease shall control.

6. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

[Remainder of page intentionally left blank; signature pages follow]

UNOFFICIAL COPY

EXHIBIT A

PREMISES

LOT 7 (EXCEPT THE WEST 10 FEET) IN BLOCK 2 IN MATTESSON FARMS, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS - EXCEPTING THEREFROM THE NORTHERLY 8.0 FEET THEREOF TAKEN BY THE STATE OF ILLINOIS PURSUANT TO COURT ORDER ENTERED 83LB1174 AND THE NORTH 40 FEET OF THE WEST 100 FEET OF LOT 21 IN BLOCK 2 IN MATTESSON FARMS, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

31-22-400-002-0000

31-22-400-031-0000

4349 E, 211th St.

Matteson, IL 60443