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Doc#: 1608457057 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/24/2016 03:18 PM Pg: 1 of 6

**PREPARED BY:**  
Kutak Rock LLP  
1801 California Street, Suite 3000  
Denver, CO 80202  
Attention: Kelly G. Reynoldson, Esq.

**TO BE RETURNED TO:**  
GRS Group Title Insurance  
9903 East Bell Road, Suite 120  
Scottsdale, AZ 85260  
16-11838  
Permanent Real Estate Tax Number: 12-25-428-021-0000

## MEMORANDUM OF LEASE

**THIS MEMORANDUM OF LEASE** (this "Memorandum") is executed effective as of FEBRUARY 24, 2016, by and between **STORE MASTER FUNDING IX, LLC**, a Delaware limited liability company ("Lessor"), whose address is 8501 E. Princess Drive, Suite 190, Scottsdale, Arizona 85255, and **NCW PROPERTIES, LLC**, a Delaware limited liability company ("Lessee"), whose address is 2121 Oneida, Joliet, Illinois 60435.

### Recitals

Lessor and Lessee entered into that certain Master Lease Agreement (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, certain parcels of real property, including, without limitation, that certain real property, together with all buildings, structures, fixtures and improvements now or hereafter located thereon, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"). 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:

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1. The term of the Lease commences as of the Effective Date and expires on February 28, 2038, 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, Lessee has a right to extend the term of the Lease for up to four (4) additional successive periods of five (5) years each, by written notice to Lessor as provided in the Lease.

3. NOTICE IS HEREBY GIVEN THAT LESSEE IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF THE PROPERTY OR LESSEE'S LEASEHOLD INTEREST THEREIN AND ANY SUCH PURPORTED TRANSACTION WHICH IS NOT APPROVED BY LESSOR SHALL BE VOID. FURTHERMORE, ANY SUCH PURPORTED TRANSACTION SHALL BE DEEMED A TORTIOUS INTERFERENCE WITH LESSOR'S RELATIONSHIP WITH LESSEE AND LESSOR'S OWNERSHIP OF THE PROPERTY.

4. Lessee may not assign its interest in the Lease in any manner whatsoever without the prior written consent of Lessor. ANY SUCH PURPORTED TRANSACTION WHICH IS NOT APPROVED BY LESSOR SHALL BE VOIDABLE AT THE SOLE OPTION OF LESSOR.

5. Any addition to or alteration of the Property shall automatically be deemed part of the Property and belong to Lessor.

6. Unless the landlord, mortgagee or trustee under any ground lease, mortgage or trust deed, as applicable, now or hereafter placed on the Property by Lessor elects otherwise by notice given to Lessee, the Lease at all times shall automatically be subordinate to any and all ground leases and the liens of any and all mortgages and trust deeds now or hereafter placed on the Property by Lessor, subject, however, to Lessee's rights regarding non-disturbance as set out in the Lease.

7. The Lease is a "true lease"; the only relationship created thereby is that of landlord and tenant. Lessee is not an agent, legal representative, partner, subsidiary, or employee of Lessor. Lessor is not responsible for any of the debts, obligations or losses of Lessee.

8. 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 Property 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.

9. 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

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the extent that the terms hereof are inconsistent with the terms of the Lease, the terms of the Lease shall control.

10. Lessee agrees that Lessor shall have a landlord's lien, and additionally hereby separately grants to Lessor a first and prior security interest in, on and against all personal property, appliances, furniture and equipment of Lessee from time to time situated on the Property, which lien and security interest shall secure the payment of all rental and other charges payable by Lessee to Lessor under the terms of the Lease and all other obligations of Lessee to

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

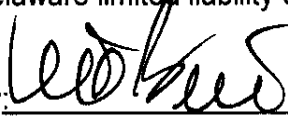
*[Remainder of page intentionally left blank; signature page(s) to follow]*

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the Effective Date.

**LESSOR:**

**STORE MASTER FUNDING IX, LLC, a  
Delaware limited liability company**

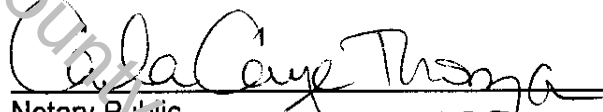
By: 

Name: Michael T. Bennett  
~~Executive Vice President~~

Title: General Counsel

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me on February 22,  
2016 by Michael T. Bennett, as Executive Vice President – General Counsel of **STORE  
MASTER FUNDING IX, LLC**, a Delaware limited liability company, on behalf of the company.

  
Notary Public

My Commission Expires:  
2/2/2019



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LESSEE:

**NCW PROPERTIES, LLC**, a Delaware limited liability company

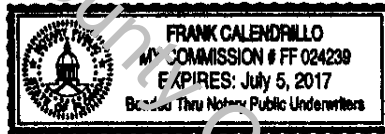
By:   
Dean A. Tomich, Manager

STATE OF Florida )  
COUNTY OF St. Johns ) ss.

The foregoing instrument was acknowledged before me on February 19, 2016 2016 by Dean A. Tomich, as Manager of **NCW PROPERTIES, LLC**, a Delaware limited liability company, on behalf of the company.

  
Notary Public

My Commission Expires:  
July 5, 2017



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## EXHIBIT A

## PROPERTY

Address: 7525 West Grand Avenue, Elmwood Park, Illinois 60707

PIN Number: 12-25-428-021-0000

### Legal Description:

LOTS 9 TO 19 INCLUSIVE IN BLOCK 13 IN ELLSWORTH BEING A SUBDIVISION OF BLOCKS 1 TO 10, 13, 14 AND THE NORTH 225 FEET OF BLOCK 12 THE NORTH 350 FEET OF BLOCK 11 AND THE EAST 1/2 OF BLOCK 18 AND THE NORTH 350 FEET OF THE WEST 1/2 OF BLOCK 18 ALL IN CHICAGO HEIGHTS BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

4821-0584-6830.1  
STORE / NASCAR Car Wash  
Memorandum of Lease  
7525 W. Grand Avenue, Elmwood Park, IL 60707  
File No. 7210/02-421.3

A-1

Property of Cook County Clerk's Office