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Doc#: 1625739008 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/13/2016 09:16 AM Pg: 1 of 6

Prepared by:
KFC Corporation
Yum! Brands, Inc.
1441 Gardiner Lane
Louisville, Kentucky 40213

KFC Store #Y313040 - 2247 North Milwaukee Avenue (aka 2215 N. Washtenaw), Chicago, IL

(Space above this line for Recorder's Use)

TERMINATION OF LEASE

THIS TERMINATION OF LEASE ("Termination") is entered into effective as of August 29, 2016 (the "Effective Date") by and among **KFC Corporation, a Delaware corporation**, having an address of 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 ("KFC") and **SAN MARCO ACQUISITION, L.L.C., a Delaware limited liability company**, having an address of 5 Revere Drive, Suite 320, Northbrook, IL 60062 ("Owner").

RECITALS:

- A. KFC of America, Inc., as original "Tenant", entered into that certain Shopping Center Lease with Owner, or its predecessor in interest, as "Lessor", dated December 17, 2001 (the "Lease") with respect to the property commonly known as located at 2247 North Milwaukee Avenue (aka 2215 N. Washtenaw), Chicago, IL, (former KFC Store Y313040) as further described in Lease and on **Exhibit A** attached hereto (the "Property"), as evidenced by that certain Memorandum of Lease dated as of May 9, 2002 and recorded in the Cook County, Illinois Real Estate Records as Instrument Number 0021195481 on October 30, 2002.
- B. KFC by merger and/or mesne assignment(s) assigned its interest in and to the Lease to an assignee and has reassumed or otherwise succeeded to the interest of such assignee(s) and has the right and authority on behalf of the interest of "Tenant" under the Lease to enter into this Termination.
- C. KFC and Owner now desire to terminate the Lease effective as of August 29, 2016 (the "Termination Date").

NOW THEREFORE, in consideration of the above recitals, which recitals are expressly incorporated herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Lease is hereby terminated effective as of the Termination Date.

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2. Neither KFC nor Owner shall have any further rights or obligations to the other pursuant to the Lease, except the provisions as provided in Section 10.6 of the Lease shall survive as otherwise provided under the Lease.
3. Owner acknowledges and agrees that it remains solely responsible for the payment of real estate taxes and assessments and for the payment of all utilities (whether billed in the name of KFC, Owner or any intervening occupant) as the same relate to the time periods prior to the Termination Date, and to the extent necessary, Owner agrees to promptly notify and update such accounts with the proper name and address of Owner.
4. Owner represents, acknowledges and agrees that Owner has accepted sole and exclusive possession of the Property as of the Termination Date in its "as is" condition as of the Termination Date with no conditions, reservations or demands against KFC. KFC and Owner hereby releases the other and the other's respective affiliates, employees, officers, and directors, from any and all future obligations under the Lease and with respect to the Property and from any demands and claims, causes of action, judgments, losses, liabilities, costs or other expenses, whether or not now known, suspected or claimed, which either party ever had, now has, or may claim to have against the other arising out of, based on, relating to or resulting from the Property. This release is a general release, and each of the parties acknowledges that either of them may hereafter discover facts different from or in addition to those each of them now knows or believes to be true with respect to the claims, demands, causes of action, obligations, damages and liabilities of any nature whatsoever that are the subject of this release, and each of the parties agrees to assume the risk of the possible discovery of additional or different facts, and agrees that this Termination shall be and remain effective in all respects regardless of such additional or different facts. Notwithstanding the foregoing, the provisions as provided in Section 10.6 of the Lease shall survive as otherwise provided under the Lease.
5. This Termination contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and may be amended, modified, supplemented or altered only by a writing duly executed by all of the parties hereto, and any prior agreements or understandings, whether oral or written, are entirely superseded hereby. This Termination shall extend to, shall inure to the benefit of and shall be binding upon all of the parties hereto and upon all of their respective successors, predecessors and assigns. Nothing contained in this Termination is intended to confer upon any person, other than the parties hereto and their respective heirs, successors and permitted assigns, any rights, remedies or obligations under, or by reason of, this Termination. This Termination may be executed in one or more counterparts, each of which shall be deemed an original.

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6. This Termination may be recorded in the real estate records of the County and State where the Property is situated to the extent necessary to terminate any Memorandum of Lease as may have been recorded and shall be deemed and release of any such memorandum, to the extent any may exist.

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IN WITNESS WHEREOF, KFC and Owner have authorized this Termination to be executed as of the Effective Date.

KFC CORPORATION
a Delaware corporation

By: Sarah Osborn Hill
Name: Sarah Osborn Hill
Title: Dir., Legal & Asst. Sec.

Property of Cook County Clerk's Office

STATE OF KENTUCKY

COUNTY OF JEFFERSON

On June 23, 2016 before me, Stephanie Starck (name of notary) a notary public, personally appeared, Sarah Osborn Hill Attorney in Fact of KFC Corporation, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

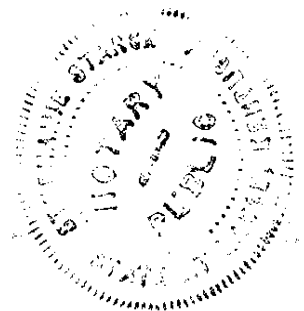
Given under my hand and official seal this the 23rd day of June, 2016.



Stephanie Starck
NOTARY PUBLIC

My commission expires: Nov 29, 2019

Signatures Continue on the Following Page



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SAN MARCOS ACQUISITION, LLC,
a Delaware limited liability company

By: Next Investment Partnership, an Illinois
general partnership, its managing member

By: Al Helly
Print Name: Andrew Hochberg
Title: Manager

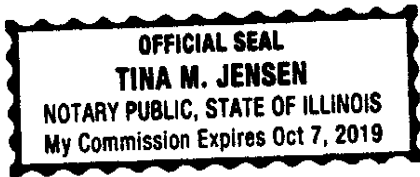
DATE: August 29, 2016

STATE OF Illinois

COUNTY OF Lake

On August 29, 2016 before me, Tina M Jensen (name of notary) a notary public, personally appeared, Andrew Hochberg, Manager of SAN MARCOS ACQUISITION, L.L.C., a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

Given under my hand and official seal this the 29 day of August, 2016.



Tina M Jensen
NOTARY PUBLIC

My commission expires: October 7 2019

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EXHIBIT A

LEGAL DESCRIPTION FROM RECORDED MEMORANDUM OF LEASE

LEGAL DESCRIPTION:

PARCEL 1:

*Corner of Milwaukee & Wacker
Chicago*

LOTS 5, 6, 7, 8, 9, AND ALSO PART OF LOT 10, AND PART OF LOT 11 AND ALSO PART OF THE VACATED ALLEY LYING BETWEEN THE SOUTH LINE OF LOT 9 AND THE SOUTHEASTERLY LINE OF LOT 11, EXTENDED NORTHEASTERLY, ALL IN BLOCK 4 IN C. E. WOOLEY'S SUBDIVISION OF 7-1/2 ACRES EAST OF AND ADJOINING THE WEST 10 ACRES OF THE NORTHEAST 1/4, NORTH OF MILWAUKEE AVENUE OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 125.00 FEET ALONG THE NORTH LINE OF LOT 5 TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 125.00 FEET ALONG THE EAST LINE OF SAID LOTS 5, 6, 7, 8 AND 9 TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 12.96 FEET ALONG THE SOUTH LINE OF SAID LOT 9 TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 11, EXTENDED NORTHEASTERLY; THENCE SOUTH 40 DEGREES 09 MINUTES 42 SECONDS WEST 52.35 FEET ALONG THE SOUTHEASTERLY LINE EXTENDED NORTHEASTERLY, AND CONTINUING ALONG SAID SOUTHEASTERLY LINE TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 78.28 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 165.00 FEET ALONG THE WEST LINE OF SAID LOTS 10, 9, 8, 7, 6, AND 5 TO A POINT OF BEGINNING ALL IN COOK COUNTY ILLINOIS

PARCEL 4:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AS SET FORTH AND DEFINED IN THE EASEMENT AGREEMENT AND COVENANTS, CONDITIONS AND RESTRICTIONS MADE BY SECOND FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO AND DELRAY FARMS, INC., DTD SEPTEMBER 20, 1996, RECORDED SEPTEMBER 20, 1996 AS DOCUMENT 96722996, FOR INGRESS AND EGRESS, OVER THE FOLLOWING DESCRIBED LAND:

LOT 1 IN SECOND FEDERAL SAVINGS AND LOAN SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

L86411

JGH

10/25/00

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