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KAREN A. YARBROUGH COOK COUNTY CLERK

DATE: 08/11/2021 02:23 PM PG: 1 OF 9

PREPARED BY:

KELLY G. REYNOLDSON, ESQ. KUTAK ROCK LLP 1801 CALIFORNIA STREET, SUITE 3000 DENVER, CO 80202

WHEN RECORDED MAIL TO:

FIDELITY NATIONAL TITLE CO – NCS DIV ONE EAST WASHINGTON STREET, SUITE 452 PHOENIX, AZ 85004 ATTN: KELLI VOS (602)343-7572

TITLE NO.: 21011137DK

ESCROW NO.: Z2136480-KJV

M<u>aster Z2136479</u>

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

DOCUMENT TO BE RECORDED:

MEMORANDUM OF LEASE

WA Cler

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

TO BE RETURNED TO: Fidelity National Title Insurance Company 1 East Washington Street, Suite 450 Phoenix, AZ 85000

Phoenix, AZ 8500a Attention: Kelli Vas

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is executed effective as of June 30, 2021, by and between STCRE MASTER FUNDING VII, LLC, a Delaware limited liability company ("Lessor"), whose address is 8377 E. Hartford Drive, Suite 100, Scottsdale, Arizona 85255, and WISCON CORP., an Illinois corporation ("Lessee"), whose address is 2050 15th Avenue, Melrose Park, Ilinois 60160.

Recitals

Lessor and Lessee entered into that certain Master Lease Agreement (the "<u>Lease</u>") of even date herewith (the "<u>Effective Date</u>"), 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 <u>Exhibit A</u> attached hereto and incorporated herein by this reference (the "<u>Property</u>"). 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 Effective Date and expires on June 30, 2041, 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 bessee, 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 or 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 orth 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 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 obligations of Lessee to Lessor under the Lease.
- 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]

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

LESSOR:

STORE MASTER FUNDING VII, LLC, a

Delaware limited liability company

By:

Name: Lori Markson

Title: Sr. Vice President

STATE OF ARIZONA

COUNTY OF MARICOPA

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Lori Markson, with whom am personally acquainted, and who, upon oath, acknowledged herself to be the Sr. Vice President of STORE MASTER FUNDING VII, a Delaware limited liability company, the within named balgainor, a limited liability company, and that she as such officer, being authorized so to do, executed the within instrument for the purposes therein contained, by signing the name of Sr. Vice President by herself as such officer.

WITNESS my hand and Official Seal at office, this

My Commission Expires:

JENNIFER NEIFERT ARY PUBLIC - ARIZONA MARICOPA COUNTY COMMISSION # 565933 AY COMMISSION EXPIRES JULY 16, 2023

> STORE / Caputo Cheese Memorandum of Lease 1931, 1945, and 1951-53 N. 15th Avenue, Melrose Park, IL File No. 7210/02-828.1-.3

2122319039 Page: 5 of 9

UNOFFICIAL COPY

LESSEE:	
WISCON CORP., an Illinois corporation	
By: Denle	
Name: <u>David Code</u>	
Title: Vice President	
Illinois corporation, the within named pergainor, a corporation, and that he or being authorized so to do, executed the within instrument for the purposes the signing the name of by himself/herself a	rsonally acquainted path, acknowledged riscon CORP., an she as such officer, erein contained, by
Notary Public	
My Commission Expires: 922/23	

ADDY MONTENEGRO
OF FICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Sep 22, 2023

EXHIBIT A

PROPERTY

Street Addresses: 1931 N. 15th Avenue, Melrose Park, Illinois 60160

1945 N. 15th Avenue, Melrose Park, Illinois 60160 1951-1953 N 15th Avenue, Melrose Park, Illinois 60160 2050 N. 15th Avenue, Melrose Park, Illinois 60160

PIN:

12-34-404.036

Address: 1931 N. 15th Avenue, Melrose Park, Illinois 60160

Legal Description:

PARCEL 1:

THE EAST 72.75 FEET (MEASURED ON NORTH AND SOUTH LINES THEREOF) OF THAT PART OF LOT 4 AND LOT 8 IN AMLING'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34 TOWNSHIP 40 NORTH, RANGE 12, EAST 0F THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 4 AFORESAID, WHICH FO'N'T IS 241.0 FEET SOUTH OF THE NORTH LINE OF LOT 4; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO A POINT WHICH IS MIDWAY BETWEEN EAST LINE OF 15TH AVENUE AND WEST LINE OF GEORGE STREET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 4 TO THE SOUTH LINE OF LOT 8 TO THE EAST LINE OF LOT 8; THENCE WESTERLY ALONG THE EAST LINE OF LOT 4, A DISTANCE OF 13.15 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 429.15 FEET OF LOT 4; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 429.15 FEET OF SAID LOT 4 TO THE WEST LINE OF SAID LOT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4 TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THE NORTH 24 FEET THEREOF) IN COOK COUNTY, ILLINOIS;

PARCEL 2:

THAT PART OF LOT 4 AND LOT 8 IN AMLING'S SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 4 AFORESAID, WHICH POINT IS 241.0 FEET SOUTH OF THE NORTH LINE OF LOT 4; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO A POINT WHICH IS MIDWAY BETWEEN EAST LINE OF 15TH AVENUE AND WEST LINE OF GEORGE STREET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 4 TO THE SOUTH LINE OF LOT 8; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 4 A DISTANCE OF 13.15 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 429.15 FEET OF SAID LOT 4; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 429.15 FEET OF SAID LOT 4 TO THE WEST LINE OF SAID LOT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4 TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THE EAST 72.75 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF AND EXCEPT THE NORTH 24 FEET, IN COOK COUNTY, ILLINOIS;

ALSO DESCRIBED AS:

PART OF LOTS 4 AND 8, SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWN OF LEYDEN, VILLAGE OF MELROSE PARK, COOK COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 00° 00' 00" WEST, 265.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 47' 23" EAST, 333.58 FEET; THENCE SOUTH 00° 00' 32" WEST, 242.25 FEET; THENCE NORTH 89° 47' 35" WEST, 159 65 FEET; THENCE NORTH 00° 07' 52" EAST, 13.17 FEET; THENCE NORTH 89° 47' 03" WEST, 173.93 FEET; THENCE NORTH 00° 00' 00" EAST, 229.07 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A NON-EXCLUSIVE EASCMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY DEEDS DATED MARCH 23, 1966 AND RECORDED APRIL 15, 1966 AS DOCUMENTS 19797655 AND 19797656, AND PERECORDED JUNE 2, 1966 AS DOCUMENTS 19844564 AND 19844565, FROM FALBO BUILDING CORPORATION TO RICHARD J. ABRAHAMSON, AND RICHARD J. ABRAHAMSON 1.0 SEARS BANK AND TRUST COMPANY, AN ILLINOIS CORPORATION, OF CHICAGO, ILLINOIS, ITS SUCCESSOR OR SUCCESSORS, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 23RD DAY OF MARCH, 1966, KNOWN AS TRUST NUMBER 700S54, FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE LAND DESCRIBED IN SAID DEEDS.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCIELS 1 AND 2 AS CREATED BY DEEDS DATED AUGUST 15, 1966 AND RECORDED SEPTEMPER 20, 1966 AS DOCUMENTS 19947767, 19947768, 19947769, 19947770, AND 19947771 FROM SEARS BANK AND TRUST COMPANY, AN ILLINOIS CORPORATION OF CHICAGO, ILLINOIS, AS TRUSTEE UNDER THE PROVISIONS OF A DEED OR DEEDS IN TRUST, DULY RECOPLED AND DELIVERED TO SAID BANK IN PURSUANCE OF A TRUST AGREEMENT DATED THE 23RD DAY OF MARCH 1966, AND KNOWN AS TRUST NUMBER 700854 TO ROGER LEWIS, AND ROGER LEWIS TO SEARS BANK AND TRUST COMPANY, AN ILLINOIS CORPORATION, OF CHICAGO, ILLINOIS, ITS SUCCESSOR OR SUCCESSORS, AS TRUSTEE UNDER THE PROVISIONS OF TRUST AGREEMENTS DATED THE 15TH DAY OF AUGUST 1960, AND KNOWN AS TRUST NUMBERS 120149, 120148, 120147, AND 120146 FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE LAND DESCRIBED IN SAID DEEDS.

Address: 1945 N. 15th Avenue, Melrose Park, Illinois 60160

Legal Description: 12-34-404-035

PARCEL 1:

THAT PART OF LOTS 4, 7 AND 8 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWN OF LEYDEN, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 4, WHICH POINT IS 100 FEET SOUTH OF THE NORTH LINE OF LOT 4; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO A POINT WHICH IS MIDWAY BETWEEN THE EAST LINE OF 15TH AVENUE AND THE WEST LINE OF GEORGE STREET; THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT WHICH IS MIDWAY BETWEEN THE EAST LINE OF 15TH AVENUE AND THE WEST LINE OF GEORGE STREET ON A LINE 241 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 4; THENCE WESTERLY ALONG A LINE 241 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 4 TO THE WEST LINE OF LOT 4; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 4 TO THE PLACE OF BEGINNING;

PARCEL 2:

THAT PART OF LOT 4 AND LOT 8 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWN OF LEYDEN, COUNTY OF COOK AND STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 4, WHICH POINT IS 241 FEET SCUTH OF THE NORTH LINE OF LOT 4; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO A POINT WHICH IS MIDWAY BETWEEN THE EAST LINE OF 15TH AVENUE AND THE WEST LINE OF GEORGE STREET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 4, 24 FEET TO A POINT; THENCE WESTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO THE WEST LINE OF LOT 4, 24 FEET TO THE POINT OF BEGINNING;

ALSO DESCRIBED AS: PART OF LOTS 4, 7 AND 8, SUPCIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NOTTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWN OF LEYDEN, VILLAGE OF MELROSE PARK, COOK COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 00° 00' 00" WEST, 100.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 47' 23" EAST, 333.60 FEET; THENCE SOUTH 00° 00' 32" WEST, 165.00 FEET; THENCE NORTH 89° 47' 23" WEST, 333.58 FEET; THENCE NORTH 00° 00' 00" EAST, 165.00 FEET TO THE POINT OF BEGINNING.

Address: 1951-1953 N. 15th Avenue, Melrose Park, Illinois 60160

Legal Description: 12.34 - 404 031,

PARCEL 1:

THAT PART OF LOTS 4, 6 AND 7 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN. DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTHERLY 100.00 FEET ALONG THE WEST LINE OF SAID LOT 4; THENCE EASTERLY 199.01 FEET ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 4 TO A LINE PARALLEL WITH AND 134.50 FEET WEST OF THE DIVISION LINE MIDWAY BETWEEN THE EAST LINE OF 15TH AVENUE AND THE WEST LINE OF GEORGE STREET AS SHOWN ON PLAT OF SAID SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 34; THENCE NORTHERLY 100.00 FEET ALONG SAID PARALLEL LINE TO A POINT 199.08 FEET EAST OF THE POINT OF BEGINNING, AS MEASURED ALONG THE NORTH LINE AND EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT 4; THENCE WESTERLY 199.08 FEET ALONG SAID PROLONGED LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

PARCEL 2:

THAT PART OF LOTS 6 AND 7 IN THE SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST GUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 4 OF SAID SUBDIVISION: THENCE SOUTHERLY 100.00 FEET ALONG THE WEST LINE OF SAID LOT 4; THENCE EASTERLY 199.01 FEET ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 4 TO THE POINT OF BEGINNING: THENCE CONTINUING EASTERLY 134.50 FEET ALONG SAID PARALLEL LINE TO A DIVISION LINE MIDWAY BETWEEN THE EAST LINE OF 15 AVENUE AND THE WEST LINE OF GEORGE STREET AS SHOWN IN THE PLAT OF SAID SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE NORTHERLY 100.00 FEET ALONG SAID DIVISION LINE TO THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT 4, SAID PROLONGED LINE ALSO BEING 8.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 6: THENCE WESTERLY 134.50 FEET WEST OF THE AFORESAID DIVISION LINE; THENCE SOUTHERLY 100.00 FEET PARALLEL WITH SAID DIVISION LINE, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO DESCRIBED AS:

PART OF LOTS 4, 6 AND 7, SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWN OF LEYDEN, VILLAGE OF MELROSE PARK, COOK COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 89 47' 23" EAST, 333.62 FEET; THENCE SOUTH 00° 00' 32" WEST, 100.00 FEET; THENCE NORTH 89° 47' 23" WEST, 333.60 FEET; THENCE NORTH 00° 00' 00" EAST, 100.00 FEET TO THE POINT OF BEGINNING.