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MEMORANDUM OF SUB-GROUND LEASE

THIS SUBLEASE is made and entered into as of December 2/, 1993 by and between:

29-91

(i) KMART CORPORATION, a Michigan Corporation

3100 West Big Beaver Road,

Troy, Michigan 48084

(KMART) and;

FILEL FOR RECORD

(ii) THORNTON OIL CORPORATION, a Delawate Comparation | 2.34 1015; Linn Station Road Louisville Kentucky 40223 (Thornton)

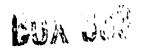


WITNESSETH:

The parties hereto are the parties to a Sub-Ground Lease dated July 24, 1993, pursuant to which KMART has subleased to Thornton the real property in the County of Cook, State of Illinois, described in Exhibit A attached hereto. The Sub-Ground Lease as it may from time to time be amended, is hereafter referred to as "the Sublease Agreement".

Now, for and in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein and in the Sublease Agreement contributed, and in further consideration of the payment of rentals, the adequacy of all of which is hereby teknowledged, and in order to perfect of record the interests of KMART as Sublessor and Thornton as Sublessee, KMART and Thornton are agreed, and intending to be bound do hereby agree all as follows:

- 1. Lense. KMART demises and subleases to Thornton, and Thornton takes and subleases from KMART, the real property in the City of Dolton, County of Cook, State of Illinois, described in Exhibit A attached hereto.
- 2. Interest Derivative. KMART and Thornton recognize and agree that the interest granted to Thornton hereunder arises from a "Master Lease" between American National Bank & Trust Company of Chicago as Trustee under the Land Trust #25094 dated June 1, 1967 (Trustee #25094) as Lessor and KMART as Lessee, said Master Lease being dated October 17, 1967, a memorandum of which is recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 20404503, as amended by Amendment to Lease dated March 31, 1970.
- 3. Incorporation of Master Lense. All the terms, covenants, conditions and agreements in the Master Lease are incorporated herein by this reference. Thornton and its assigns agree to observe, conform to, and comply with all the terms, covenants, conditions and



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agreements so incorporated herein. The execution, delivery and recording of this instrument is not intended to and shall not change, modify, amend or enlarge the Sublease Agreement but is intended to provide a record of the leasehold interests in the property of Thornton, pursuant to the Sublense Agreement and this Sublense.

4. Term. The primary term of this Sublease shall terminate on October 31, 1998. In addition to the primary term, provided that Thornton is not in default of the Sublease, Thornton shall have the option to extend the term of the Sublense for five additional periods of five (5) years each.

IN WITNESS WHEREOF, the parties have caused this Sublease to be executed as of the 3/20 day of December, 1993. KMART CORPORATION

Attest:

Assistant Secretary

Witnesses:

LA JA -6 (# 2:35

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Attest

Thornton Oil Corporation

Witnesses:

head

STATE OF MICHIGAN) SS COUNTY OF CARCADO

Before me, a notary public in and for said county and stree, personally appeared Will man plank leag of KMART CORPORATION, to me known to be the person who executed the within and foregoing instrument, who acknowledged that he or sho is duly authorized to execute such instrument on behalf of the corporation and that the game is the free net and deed of the corporation for the uses and purposes set forth herein.

Witness my hand and seal this 366 day of December 1993.

My commission expires: 6-5-96

CAROL NEPA Notary Public, Macomb County, Michigan Acting in Cakland County, Michigan

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STATE OF KENTUCKY) SS COUNTY OF JEFFERSON)

Before me, a notary public in and for said county and state, personally appeared David A. Bridgers, General Counsel of Thornton Oil Corporation, to me known to be the person who executed the within and foregoing instrument, who acknowledged that he is duly authorized to execute such instrument on behalf of the corporation and that the same is the free act and deed of the corporation for the uses and purposes set forth herein.

Witness my hand and seal this 20 day of December 1993.

My commission expires: 10-1-96

Notary Public

THIS INSTRUMENT PREPARED BY: A MAIL TO

David A. Bridgers

Attorney at Law

10101 Linn Station Road

Louisville, Kentucky 40223

(502) 425-8022

LEGAL DESCRIPTION

PART OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE MORTHWEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 RAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 11, THRNCE NORTH ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 50.80 FRET TO THE NORTH LINE OF SIBLEY BOULEVARD AS OCCUPIED AND DEDICATED BY DOCUMENT 25081157; THENCE HAST ALONG SAID NORTH LINE 86.91 PEGT TO THE POINT OF BEGINNING, THENCE NORTH PERPENDICULAR TO BODL

BYARD 15.

RE 150.00 FERT TO

29-11-130.075

1008 E. RGLAY BLUE DOLTON SAID NORTH LINE OF SIBLEY BOULEVARD 155.00 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SIBLEY BOULEVARD 150.00 FEET; THENCE SOUTH PERPENDICULAR TO THE PREVIOUSLY DESCRIBED COURGE 355.00 FERT TO NORTH LINE OF SIBLEY BOULEVARD, THENCE WEST ALONG SAID NORTH LINE 150.00 FERT TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

ADDLARS