

D. ANGELO PAWNERS
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2000-07-10 15:56:46
Cook County Recorder 51.50

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of the 01-01-2000 (Date), by and between FRANK INGRAM ("Landlord"), and D. Angelo Pawners & Jewelers, Inc. ("Tenant"). The parties agree as follows.

1. Premises. Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant ground level at 6920 S. Stony Island, Chicago, IL. (the premises) located 6920 S. Stony Island Chicago, IL 60629, THE LEGAL DESCRIPTION, AND TAX NUMBER ARE ATTACHED AS EXHIBIT "A".
2. Term. The lease term shall commence on January 1, 2000, and shall terminate on 12-31-2010.
3. Lease payments. Tenant shall pay to Landlord lease payments of \$ 3,000.00, payable in advance, on the first day of each month. Such payments shall be made to the Landlord at 1621 E. 91st Place, Chicago, IL 60617, may be changed from time to time by Landlord.
4. Late Payments. Tenant also pay a late charge equal to \$100.00 for each payment that is not paid within 10 days after the due date for such late payment.
5. Possession. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.
6. Use of Premises. Tenant may use the Premises only Retail Store/ Pawn Shop. The Premises may be used for any other purpose only with the prior written consent of Landlord.
7. Remodeling or Structural Improvements. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above, and may construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of the Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.
8. Maintenance. Tenant shall have the obligation to maintain the Premises in good repair at all times.
9. Access by Landlord to Premises. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgages, tenants or workmen. As provided by law, in the case of an emergency, Landlord may enter the premises without Tenant's consent.
10. Utilities and Services. Tenant shall be responsible for all utilities and services in connection with the Premises.
11. Property Insurance. Tenant shall maintain fire and casualty insurance on the Premises in an amount equal to \$190,000.00. Landlord shall be named as an insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises.

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12. **Liability Insurance.** Tenant shall maintain public liability insurance with personal injury limits of at least \$1,000,000.00 for injury to one person, and \$3,000,000.00 for any one accident, and a limit of at least \$1,000,000.00 for damage to property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies.
13. **Indemnity Regarding Use of Premises.** Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use of the Premises.
14. **Dangerous Materials.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.
15. **Taxes.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:
- Real Estate Taxes.** Landlord shall pay all real estate taxes and assessments for the Premises. (See Paragraph 26)
16. **Mechanics Liens.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid.
17. **Defaults.** Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 10 days (or any other obligation within 10 days after written notice of such default is provided by Landlord to Tenant), Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults.
18. **Cumulative Rights.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.
19. **Assignability/Subletting.** Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.
20. **Termination Upon Sale of Premises.** Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon 30 days written notice to Tenant that the Premises have been sold.
21. **Notice.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Landlord: Frank Ingram
1621 east 91st place
Chicago, IL 60617

Tenant: D. Angelo Pawnors & Jewelers, Inc.
6920 S. Stony Island
Chicago, IL 60649

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773-641-6920

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Such address may be changed from time to time by either party by providing notice as set forth above.

22. Entire Agreement/Amendment. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

23. Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

24. Subordination of Lease. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

25. Monthly rent payment to increase ten percent after five years.

26. Tenant is responsible for all realstate taxes at 6920 S. Stony Island as long as Lease exist.

The parties hereby make this Lease Agreement effective by signing as show.

LANDLORD 1:
Frank Ingram

BY: Frank Ingram

Austin Bank of Chicago as Trustee under Trust
No. 7172 dated May 26, 1995

By: Rudolph C. Schoppe
Rudolph C. Schoppe
Vice President/Trust Officer

BY: _____

TENANT 1:
D. Angelo Pawnors & Jewelers, Inc.

BY: Frank Ingram
Frank Ingram, President

PREPARED BY: FRANK INGRAM
4234 W. MADISON ST.
CHICAGO, IL 60624

MAIL TO: AUSTIN BANK OF CHICAGO
ATTN: KEN WILSON
5645 W. LAKE
CHICAGO, IL 60644



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EXHIBIT A



TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000457397 STO

STREET ADDRESS: 6918-20 S. STONY ISLAND

CITY: CHICAGO

COUNTY: COOK COUNTY

TAX NUMBER: 20-23-415-013-0000

LEGAL DESCRIPTION:

LOTS 8 AND 9 IN BLOCK 1 IN THE SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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