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Cook County Recorder 79.00

CIT SMALL BUSINESS LENDING CORPORATION  
2 Gatehall Drive  
Parisippany, N.J. 07054

CIT SMALL BUSINESS LENDING CORPORATION F/K/A  
NEWCOURT SMALL BUSINESS LENDING CORPORATION

## ASSIGNMENT OF LEASES AND RENTS

This Assignment is made this 15<sup>th</sup> day of March, 2000, between **CHACHY INC., AN ILLINOIS CORPORATION** (herein called "Assignor"), and CIT Small Business Lending Corporation f/k/a Newcourt Small Business Lending Corporation, a Delaware Corporation (herein called "Assignee").

## RECITALS

Assignor has executed and delivered to Assignee its promissory note of even date herewith in the principal amount of **Four Hundred Twenty Five Thousand Dollars and no/100 (\$425,000.00)** (herein called the "Note").

To secure payment of the Note, Assignor has executed and delivered to Assignee a **Mortgage** of even date herewith (herein, together with all future amendments and supplements thereto, called the "Mortgage"), covering certain property (herein called the "Mortgaged Property") which, among other things, includes the real estate described in Exhibit "A" attached hereto and the buildings, improvements, and fixtures now or hereafter located thereon.

Assignee, as a condition to making the loan evidenced by the Note, has required the execution of this Assignment.

ACCORDINGLY, in consideration of the premises and in further consideration of the sum of One Dollar paid by Assignee to Assignor, the receipt of which is hereby acknowledged, Assignor does hereby grant, transfer and assign to Assignee all of the right title and interest of Assignor in and to (i) any and all present or future leases or tenancies, whether written or oral, covering or affecting any or all of the Mortgaged Property, including that certain lease dated **March 1, 2000** by and between **CHACHY, INC., AN ILLINOIS CORPORATION** as Lessor, and **JENY CORE, AN ILLINOIS CORPORATION** as Lessee of the Mortgaged Property, which is for a period of **10 years**; ends on **February 1, 2010** and contains **three five year options to renew** (the "Current Lease"), (all of which, including the Current Lease, together with any and all extensions, modifications and renewals thereof, are hereinafter collectively referred to as the "Leases" and each of which is referred to as a "Lease"), and (ii) all rents, profits and other income or payments of any kind due or payable or to become due or payable to Assignor as the result of any use, possession or occupancy of all or any portion of the Mortgaged Property (all of which are hereinafter collectively referred to as "Rents"), whether the Rents accrue before or after foreclosure of the Mortgage or during the periods of redemption thereof, all for the purpose of securing:

- (a) Payment of all indebtedness evidenced by the Note and all other sums secured by the Mortgage or this Assignment; and
- (b) Performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein and in the Mortgage.

ASSIGNOR WARRANTS AND COVENANTS that it is and will remain the absolute owner of the Rents and Leases free and clear of all liens and encumbrances other than the lien granted herein; that it has not heretofore assigned or otherwise encumbered its interest in any of the Rents or Leases to any person; that it has the right under applicable law, under the Leases, under its Articles of Incorporation and By-Laws (or if a partnership, its Partnership Agreement), and otherwise to execute and deliver this Assignment and keep and perform all of its obligations hereunder; that it will warrant and defend the Leases and Rents against all adverse claims, whether now existing or hereafter arising.

Assignor further covenants and agrees with Assignee as follows:

1. Performance of Leases. Assignor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which it is now or hereafter becomes liable to observe or perform under any present or

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future Lease, and, at its sole cost and expense, enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the tenant under each and every Lease. Assignor will observe and comply with all provisions of law applicable to the operation and ownership of the Mortgaged Property. Assignor will give prompt written notice to Assignee of any notice of default on the part of Assignor with respect to any Lease received from the tenant thereunder, and will also at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of Assignor or any tenant thereunder. Assignor will not lease or otherwise permit the use of all or any portion of the Mortgaged Property for rent that is below the fair market rent for such property.

2. Collection of Rents. Assignor will not collect or accept any Rents for the use or occupancy of the Mortgaged Property for more than one month in advance. Security deposits shall not be deemed Rents for purposes of this paragraph.

3. Protecting the Security of This Assignment. Should Assignor fail to perform or observe any covenant or agreement contained in this Assignment, then Assignee, but without obligation to do so and without releasing the Assignor from any obligation hereunder, may make or do the same in such manner and to such extent as Assignee may deem appropriate to protect the security hereof, including, specifically, without limiting its general powers, the right to appeal in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor contained in the Leases and in exercising any such powers to pay necessary costs and expenses, employ counsel and pay reasonable attorneys' fees. Assignor will pay immediately upon demand all sums expended by Assignee under the authority of this Agreement, together with interest thereon at the rate stated in the Note, and the same shall be added to said indebtedness and shall be secured hereby and by the Mortgage.

4. Present Assignment. This Assignment shall constitute a perfected, absolute and present assignment, provided that Assignor shall have the right to collect, but not prior to accrual (except as permitted by paragraph 2 above), all of the Rents, and to retain, use and enjoy the same unless and until an Event of Default shall occur under the Mortgage or Assignor shall have breached any warranty or covenant in this Assignment. Any Rents which accrue prior to an Event of Default under the Mortgage but are paid thereafter shall be paid to Assignee.


5. Survival of Obligation to Comply with Mortgage and This Assignment. This Assignment is given as security in addition to the Mortgage. Assignor covenants and agrees to observe and comply with all terms and conditions contained in the Mortgage and in this Assignment and to preclude any Event of Default from occurring under the Mortgage. All of Assignor's obligations under the Mortgage and this Assignment shall survive foreclosure of the Mortgage and Assignor covenants and agrees to observe and comply with all terms and conditions of the Mortgage and this Assignment and to preclude any Event of Default from occurring under the Mortgage throughout any period of redemption after foreclosure of the Mortgage.

6. Default; Remedies. Upon the occurrence of any Event of Default specified in the Mortgage or upon the breach of any warranty or covenant in this Assignment, Assignee may, at its option, at any time:

(a) in the name, place and stead of Assignor and without becoming a mortgagee in possession (i) enter upon, manage and operate the Mortgaged Property or retain the services of one or more independent contractors to manage and operate all or any part of the Mortgaged Property; (ii) make, enforce, modify and accept surrender of the Leases; (iii) obtain or evict tenants, collect, sue for, fix or modify the Rents and enforce all rights of Assignor under the Leases; and (iv) perform any and all other acts that may be necessary or proper to protect the security of this Assignment.

(b) with or without exercising the rights set forth in subparagraph (a) above, give or require Assignor to give, notice to any or all tenants to pay all Rents under the Leases directly to the Assignee.

(c) without regard to waste, adequacy of the security or solvency of Assignor, apply for, and Assignor hereby consents to, the appointment of a receiver of the Mortgaged Property, whether or not foreclosure proceedings have been commenced under the Mortgage, and if such proceedings have been commenced, whether or not a foreclosure sale has occurred.

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The exercise of any of the foregoing rights or remedies and the application of the rents, profits and income pursuant to paragraph 7, shall not cure or waive any Event of Default (or notice of default) under the Mortgage or invalidate any act done pursuant to such notice.

7. Application of Rents, Profits and Income. All Rents collected by Assignee or the receiver each month shall be applied as follows:

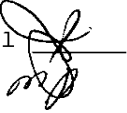
- (a) to payment of all reasonable fees of the receiver approved by the court;
- (b) to payment of all tenant security deposits then owing to tenants under any of the Leases pursuant to applicable law;
- (c) to payment of all prior or current real estate taxes and special assessments with respect to the Mortgaged Property, or if the Mortgage requires periodic escrow payments for such taxes and assessments, to the escrow payments then due;
- (d) to payment of all premiums then due for the insurance required by the provisions of the Mortgage, or if the Mortgage requires periodic escrow payments for such premiums, to the escrow payments then due;
- (e) to payment of expenses incurred for normal maintenance of the Mortgaged Property;
- (f) if received prior to any foreclosure sale of the Mortgaged Property, to Assignee for payment of the indebtedness secured by the Mortgage or this Assignment, but no such payment made after acceleration of the indebtedness shall affect such acceleration;
- (g) if received during or with respect to the period of redemption after a foreclosure sale of the Mortgaged Property:
  - (1) if the purchaser at the foreclosure sale is not the Assignee, first to Assignee to the extent of any deficiency of the sale proceeds to repay the indebtedness secured by the Mortgage or this Assignment, second to the purchaser as a credit to the redemption price, but if the Mortgaged Property is not redeemed, then to the purchaser of the Mortgaged Property;
  - (2) if the purchaser at the foreclosure sale is the Assignee, to Assignee to the extent of any deficiency of the sale proceeds to repay the indebtedness secured by the Mortgage or this Assignment and the balance to be retained by Assignee as a credit to the redemption price, but if the Mortgaged Property is not redeemed, then to Assignee, whether or not any such deficiency exists.

The rights and powers of Assignee under this Assignment and the application of Rents under this paragraph 7 shall continue until expiration of the redemption period from any foreclosure sale, whether or not any deficiency remains after a foreclosure sale.

8. No Liability for Assignee. Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability of Assignor under the Leases. This Assignment shall not operate to place upon Assignee responsibility for the control, care, management or repair of the Mortgaged Property or for carrying out of any of the terms and conditions of the Leases. Assignee shall not be responsible or liable for any waste committed on the Mortgaged Property, for any dangerous or defective condition of the Mortgaged Property, for any negligence in the management, upkeep, repair or control of said Mortgaged Property or for failure to collect the Rents.

9. Assignor's Indemnification. Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all claims, demands, liability, loss or damage (including all costs, expenses, and reasonable attorney's fees in the defense thereof) asserted against, imposed on or incurred by Assignee in connection with or as a result of this Assignment or the exercise of any rights or remedies under this Assignment or under the Leases or by reason of any alleged obligations or undertakings of Assignee to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Assignee incur any such liability, the amount thereof, together with interest thereon at the rate stated in the Note, shall be secured hereby and by the Mortgage and Assignor shall reimburse the Assignee therefor immediately upon demand.

10. Authorization to Tenant. Upon notice from Assignee that it is exercising the remedy set forth in paragraph 6(b) of this Assignment, the

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tenants under the Leases are hereby irrevocably authorized and directed to pay to Assignee all sums due under the Leases, and Assignor hereby consents and directs that said sums shall be paid to Assignee without the necessity for a judicial determination that a default has occurred hereunder or under the Mortgage or that Assignee is entitled to exercise its right hereunder, and to the extent such sums are paid to Assignee, Assignor agrees that the tenant shall have no further liability to Assignor for the same. The signature of Assignee alone shall be sufficient for the exercise of any rights under this Assignment and the receipt of Assignee alone for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Mortgaged Property. Checks for all or any part of the Rents collected under this Assignment shall upon notice from Assignee be drawn to the executive order of Assignee.

11. Satisfaction. Upon the payment in full of all indebtedness secured hereby as evidenced by a recorded satisfaction of the Mortgage executed by Assignee, this Assignment shall, without the need for any further satisfaction or release, become null and void and be of no further effect.

12. Assignee an Attorney-In-Fact. Assignor hereby irrevocably appoints Assignee, and its successors and assigns, as its agent and attorney-in-fact, which appointment is coupled with an interest, with the right but not the duty to exercise any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as Assignee may deem appropriate to make this Assignment and any further assignment effective, including without limiting the generality of the foregoing, the right to endorse on behalf and in the name of Assignor all checks from tenants in payment of Rents that are made payable to Assignor.

13. Assignee Not a Mortgagee in Possession. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting Assignee a mortgagee in possession.

14. Specific Assignment of Leases. Assignor will transfer and assign to Assignee, upon written notice by Assignee, any and all specific Leases that Assignee requests. Such transfer or assignment by Assignor shall be upon the same or substantially the same terms and conditions as are herein contained, and Assignor will properly file or record such assignments, at Assignor's expense, if requested by Assignee.

15. Warranties and Representations regarding the Current Lease. Assignor warrants that it is Lessor pursuant to the Current Lease; that the Current Lease has not been modified and is in full force and effect; not to modify without Lender's written consent or in any way alter any of the terms of the Current Lease, nor to terminate the Current Lease or accept a surrender of the Current Lease; that it will not waive or in any way release or allow substitution of performance under the terms of the Current Lease by tenant thereof; that the Current Lease is free and clear of any and all liens and encumbrances; that the Current Lease has not been previously pledged or assigned to any other party; that it is not in default of any of the terms of the Current Lease and has no notice of any default by Jery Corp., an Illinois Corporation.

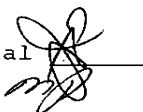
16. Unenforceable Provisions Severable. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Assignment shall be held to be invalid, illegal or unenforceable, the validity of other terms hereof shall in no way be affected thereby. It is the intention of the parties hereto, however, that this Assignment shall confer upon Assignee the fullest rights, remedies and benefits available pursuant to applicable law.

17. Successors and Assigns. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Assignor and Assignee, including any purchaser at a foreclosure sale.

18. Captions; Amendments; Notices. The captions and headings of the paragraphs of this Assignment are for convenience only and shall not be used to interpret or define the provisions of this Assignment. This Assignment can be amended only in writing signed by Assignor and Assignee. Any notice from Assignee to Assignor under this Assignment shall be deemed to have been given when given by Assignee in accordance with the requirements for notice by the Mortgagee under the Mortgage.

[SIGNATURES ON NEXT PAGE]

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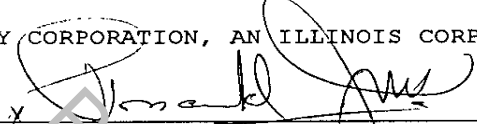


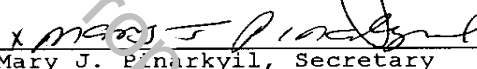
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IN WITNESS WHEREOF Assignor has executed this Assignment as of the day and year first-above written.

ASSIGNOR:

CHACHY CORPORATION, AN ILLINOIS CORPORATION

By:   
Jose L. Pinarkyil, President

By:   
Mary J. Pinarkyil, Secretary

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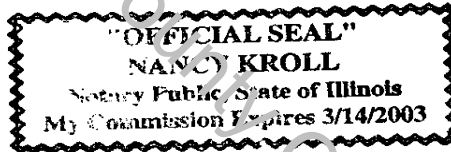
## CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS:

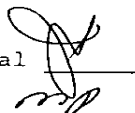
I, the undersigned a Notary Public in and for said County in the State of aforesaid, DO HEREBY CERTIFY, that Jose I. Pinarkyil personally known to me to be the president of Chachy, Inc., an Illinois Corporation, and Mary J. Pinarkyil personally known to me to be the secretary of Chachy, Inc., an Illinois Corporation, whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument of writing as president of said Corporation, and caused the seal of said Corporation to be thereunto affixed, pursuant to the authority given by the Board of Directors of said Corporation as their free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes set forth.

GIVEN under my hand and seal this 15th day of March, 2000.

Nancy Kroll  
Notary Public  
My Commission Expires: \_\_\_\_\_



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## EXHIBIT "A"

LOT 1 AND THE NORTH ½ OF LOT 2 IN BLOCK 4 IN BIRCHWOOD BEACH, A SUB OF PART SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX PIN: 11-29 302-015-0000

ALSO KNOWN AND NUMBERED AS: 7550 NORTH SHERIDAN ROAD, CHICAGO, IL 60626

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STORE LEASE

Date of Lease: MARCH 1, 2000

Term of Lease: The term shall be for 10 years, with three five year options.

Location of premises: 7550 North Sheridan Road, Chicago, Illinois 60626.

Purpose: The Premise are being rented for the purpose of the operation of gas station and minimart.

Monthly rental: The monthly rent shall be as follows:

Lessee shall pay to Lessor in U.S. legal tender, the following amounts, per month, as rent for the Premises:

For the initial five period the monthly rental shall be \$4,5000.00 plus an additional increase each year of the option equal to the current CONSUMER PRICE INDEX.

For the second five period the monthly rental shall be the base rent of the final year of the option, plus an additional increase each year of the option equal to the current CONSUMER PRICE INDEX.

For the final five period the monthly rental shall be the base rent for the final year of the first option period plus an additional increase each year of the option equal to the current CONSUMER PRICE INDEX.

Lessee: JENY CORP., an Illinois Corporation, operating an AMOCO gas station, 7550 North Sheridan Road Chicago 60626.

Lessor: CHACHY INC., an Illinois Corporation, 5517 West Montrose Chicago, Illinois 60641

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

## RENT

1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. Rents are due in advance of the 1st day of the month in which they are owed. In addition to any other charges that which may be due and owing under the terms of this lease, Lessee agrees to pay a bookkeeping charge of \$75.00 for monthly rentals received after the 5th of the month or for payments made with a NSF check. This bookkeeping charge is in addition to any other obligations Lessee may have to Lessor relative to said NSF check.

## TAXES

2. Lessee shall pay as additional rental for the demised premise, (and shall furnish Lessor with receipts within 10 days after payment) all taxes and assessments, general and special, water and sewer charges, and all other impositions, ordinary and extraordinary, of every kind and nature whatsoever, which may be levied, assessed, or imposed upon said premises or any part thereof, or upon any building or improvements at any time situated thereon, becoming due and payable during the term of this Lease (including any levied or assessed upon Lessor's interest under this Lease), together with all unpaid installments now accrued or becoming due and payable during the term hereof, of special assessments levied against said premises for improvements completed or not yet completed; all of which taxes, assessments, charges, and other impositions shall be paid by Lessee before they become delinquent and in any case within time to prevent any sale or forfeiture of the premises thereof or any part thereof; provided, however, that the liability of the Lessee with respect to special assessments shall be limited to the payment of such installments which mature during the term of this Lease, including the term of any renewals exercised pursuant to options hereof, together with interest thereon, and Lessee shall not be obligated to pay any installments maturing after the term of this Lease.

Lessor shall at its option have the right at all times during the term hereof to pay upon delinquency any taxes, assessments, charges, or other impositions agreed to be paid by Lessee and to discharge tax sales, liens, and claims against the demised premises and to redeem said premises from the same or any of them from time to time; and the amount so paid, including reasonable expenses incurred, shall be so much additional rent due from Lessee to Lessor on the next rent day after any such payment, with interest at the rate of 18 percent per annum from the date of payment by Lessor until the repayment by Lessee.

3.

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## SECURITY FOR PERFORMANCE OF LEASE TERMS

4. Lessee has deposited with Lessor, FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,5000.00) as security for the performance of each and every covenant and agreement of this lease. Lessor shall have the right but not the obligation to apply the security in whole or in part, in payment of any unpaid rent or other amount due because of any unperformed covenant or agreement by Lessee. Lessee's right to possession of the Premises for nonpayment of rent or any other reason shall not be affected by the fact Lessor holds security and said security can not be used to pay the last months rent. Lessee's liability is not limited to the amount of the security deposit. On termination of the lease, and full payment of all amounts due and performance of all Lessee's covenants and agreement, including surrender of the Premises in accordance with the terms of the lease, the security deposit or any portion thereof remaining unapplied, shall be returned, without interest to Lessee.



5. Lessee agrees to indemnify and hold harmless the Lessor from any and all claims, liability, loss, costs and damages made for injuries to person or property by reason of any accident, loss or damage to persons or property in or about the demised premises and agrees to procure and keep in force plate glass insurance, Dram Shop, public liability insurance, casualty insurance all insuring Lessor, and such other persons as shall be named by the Lessor as having an interest in the Premises, against any claims, liabilities, loss, costs and damages. Such policies shall provide for insurance of not less than \$300,000.00 in the case of accident involving a person and not less than \$500,000.00 in the case of an accident involving more than one person and not less than \$100,000.00 for property damage per incident. The Lessee shall furnish Lessor with copies of said insurance upon signing said lease and furnish Lessor with renewals as they become available. Lessee shall not be excused from performance of this obligation by Lessor's failure to request delivery of same. If Lessee fails to keep in place insurance above mentioned, or fails to furnish Lessor with same, upon demand, Lessor may, but is not required to, apply for and cause to have issued said insurance. If Lessor obtains such insurance, Lessee agrees to pay the cost thereof as so much additional rent, and to reimburse Lessor for said premium immediately upon notice that funds have been advanced for same, which shall be considered delinquent rent if not paid when the next installment of base rent is due under the terms of the lease.

**WATER, GAS AND ELECTRIC CHARGES**

6. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the leased Premises only and no other premises, Lessee will also contract for his own garbage pick-up, in a manner that will permit the Premises to be maintained in a healthful and sightly manner, for and during the time for which this lease is granted, and in case of said water rents and bills for gas, garbage pick-up, electric light and power shall not be paid when due, Lessor shall have right to pay same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter. Lessor will have the right to designate the placement of the container for the above mentioned scavenger service.

**SUBLETTING; ASSIGNMENT**

7. The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained, the Lessor shall not unreasonably withhold any assignment; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.

**LESSEE NOT TO MISUSE**

8. Lessee will not permit any unlawful or immoral practice, custom to be committed or carried on in the Premises by himself or any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of the Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are part. The Lessee will also see that all deliveries to the demised Premises are made in the rear of the building.

**CONDITION ON POSSESSION**

9. Lessee has examined and knows the condition of the Premises and has received the same in "AS IS" condition, and no representations have been made by the Lessor or the Lessor's agents that are not included in this lease.

**REPAIRS AND MAINTENANCE**

10. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same or better condition as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employs, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of the execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures. The Lessee covenants, at the Lessee's sole cost and expense, to take good care of the Building and building equipment and the sidewalks, curbs, and vaults, if any, adjoining the premises and to keep the same in good order and condition and to make promptly all necessary repairs, interior and exterior, structural and nonstructural, ordinary as well as extraordinary, foreseen as well as unforeseen, and equal in quality and class to the original work. When used in this Section, the term "repairs" shall include alterations, replacements, and renewals. The Lessee covenants to keep the premises and sidewalks in a clean and orderly condition and free of dirt, rubbish, snow, and ice.

The Lessee covenants that upon termination of this lease for any reason whatsoever the Lessee will surrender to the Lessor the entire premises, together with all improvements, changes, alterations, replacements, equipment, and machinery (other than Trade Fixtures) in good order, condition, and repair except for reasonable wear and tear. Upon such termination, the Lessee may, and at the Lessor's request shall, remove all Trade Fixtures from the premises, and the Lessee covenants and agrees, at its own cost and expense, to repair promptly any damage caused by such removal.

The Lessee covenants not to do or suffer any waste or damage, disfigurement, or injury to the premises or permit or suffer any overloading of

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## REMODELING

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6 11. Lessee may remodel, maintain, or repair the Premises at Lessee's sole expense. Any remodeling is subject to plans approval in writing  
7 of Lessor first had and obtained. Any remodeling or repairs done by Lessee shall not constitute a decrease in the monthly rent due Lessor, or  
8 the additional rent due Lessor. Such remodeling consent shall not be unreasonably withheld by Lessor and shall be expedited within  
9 reasonable and speedy time.

## ACCESS TO PREMISES

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11  
12  
13 12. Lessee will allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the  
14 same, or to make any repairs or alterations thereof which Lessor may see fit to make. Lessor will not disturb the Lessee right to quiet  
15 possession of the Lessee so long as the Lessee shall not be in default of the payment of the rent.

## NONLIABILITY OF LESSOR

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17  
18 13. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any injury done or occasioned by wind or by or from any  
19 defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or  
20 walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water  
21 closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the  
22 escape of steam or hot water from any radiator, it being agreed that said radiators are under control of Lessee, nor for any such damage or  
23 injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or  
24 near the Premises, or otherwise, nor for any such damage or injury arising from any act, omission or negligence of co-tenants or of other  
25 persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, all claims for  
26 any such damage or injury being hereby expressly waived by Lessee.

## RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES)

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29 14. Lessee can attach, affix or exhibit or permit to be attached, affixed or exhibited, any sign, attached or detached, with any writing or  
30 printing thereon, to any window, floor, ceiling, door or wall in any place in or about the premises; and shall not commit or suffer any waste in  
31 or about said Premises. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and moveable furniture.  
32 Lessee, will have the right to erect a sign on the outside of the leased premise with the approval of the Lessor first had and obtained, such  
33 approval will not be unreasonably withheld.

## HEAT

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36 15. Lessee shall be solely responsible for maintenance of heating and air conditioning system during the terms of this lease and option, if  
37 any are currently existing or are placed on the premises.

## FIRE AND CASUALTY

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40 16. In case the Building and Premises shall be rendered substantially untenable by fire, explosion or other casualty, Lessor may, at his  
41 option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building  
42 containing the Premises shall have been wholly destroyed, the term hereby created shall cease and determine.

## TERMINATION; HOLDING OVER

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45 17. At termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of Premises to Lessor,  
46 in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of  
47 rent. If Lessee retains possession of the premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor  
48 may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a)  
49 renewal of this lease for one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1,  
50 or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1, or (c)  
51 creation of a tenancy at sufferance, at a rental of \$300.00 dollars per day for the time Lessee remains in possession. If no such written notice is  
52 served then a tenancy at sufferance with rental stated at (c) shall have been created. Lessee shall also pay to Lessor and damages sustained by  
53 Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of  
54 re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right  
55 to terminate this lease for a breach of any of the covenants herein.

## RIGHT TO RELET

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58 18. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not  
59 (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such  
60 person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant  
61 offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or tenant  
62 to mitigate the damages of Lessee or otherwise, Lessee hereby waiving the use of any care or diligence by Lessor in the reletting thereof; and if  
63 a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and  
64 collection, including commissions to agents, and including also expenses of redecorating, Lessee agrees to pay and satisfy all deficiency; but  
65 the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor release Lessee from the performance of  
66 any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall  
67 constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.  
68  
69

19. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, become involved through or on account of this lease.

**REMOVAL OF OTHER LIENS**

20. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, (however Lessee provided that he is diligent in contesting such lien Lessor will not have a right to prepay such lien) Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

**NON-DISTURBANCE CLAUSE**

21. Lessor, represents and warrants that so long as Lessee shall not be in default, under the terms and conditions hereof, Lessee shall peaceably and quietly hold and enjoy the Premises for the term of the lease, plus option period, without interruption by Lessor or any other person, claiming through Lessor.

**REMEDIES NOT EXCLUSIVE**

22. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, be deemed to be waived or terminated by the service of any five day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of the Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

**NOTICES**

23. Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.

**MISCELLANEOUS**

24. (a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

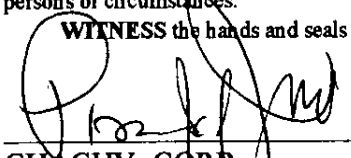
(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

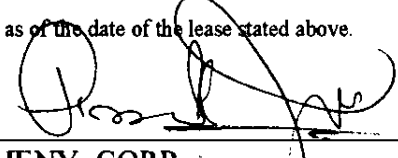
(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firm, or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed.

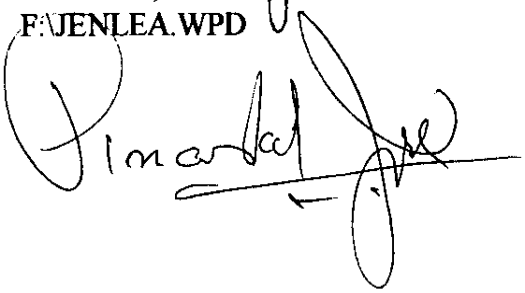
**SEVERABILITY**

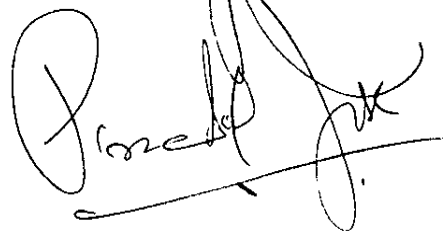
25. If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision, or portion hereof to other persons or circumstances.


WITNESS the hands and seals of the parties hereto, as of the date of the lease stated above.

  
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CHACHY, CORP  
F:\JENLEA.WPD

  
\_\_\_\_\_  
JENY, CORP







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