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1944 Green Lane North
Palatine, IL 60078

Doc#: 0428120029
Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 10/07/2004 09:42 AM Pg: 1 of 8

This document prepared by
and upon recording mail to:

Devon Bank Client Service L.L.C. #106
6445 N. Western Avenue
Chicago, IL 60645

Property of Cook County Clerk's Office
OPERATING IJARA AGREEMENT
RIC 35168 2003

This lease is made as of September 29, 2004 by and between DEVON BANK CLIENT SERVICE L.L.C. # 106, with an address of 6445 N. Western Avenue, Chicago, Illinois 60645 ("Lessor"), and Ateeq Syed ("Lessee").

WHEREAS the Lessee wishes to rent the Property from the Lessor and Whereas the Lessor wishes to rent the property to the Lessee

NOW, THEREFORE, the Lessee and Lessor agree as follows:

CONFIDENTIALITY

This document is the confidential property of Devon Bank. It may not be disclosed by Buyer to any other party without the consent of Devon Bank. Breach of this provision will cause irreparable harm to Devon Bank for which monetary remedies may not be adequate, and that Devon Bank is entitled to injunctive relief to prevent any further disclosure without the need to post a bond

TERM

The term of this operating lease be no later than September 29, 2024. Payments hereunder shall be made to Devon Bank Client Service L.L.C. #106, or to the current owner

RENT

Lessee shall pay Lessor Operating Rent for Lessee's use of the Property. The monthly Operating Rent payment shall consist of an A Component and a B Component. The initial A Component shall be \$1,237.00 The B Component shall be \$641.66. If the first month is not a full calendar month, the Lessee shall pay a pro-rata amount of the monthly payment.

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RENT REDUCTION

Beneficial Ownership Interest is defined solely to mean the extent to which the Lessee has been making payments to the Lessor as an "on account" payment towards the purchase of the Property. The Beneficial Ownership Interest at any time is a fraction, the numerator of which is the sum of all on account payments made at that time by the Lessee, and the denominator of which is the purchase price under the Purchase Commitment. The A Component of the Operating Rent will be reduced monthly by the then current fraction of Beneficial Ownership Interest earned by the Lessee.

RENT ADJUSTMENT

Every 5 years on the anniversary of the execution of this lease, the A Component of the Operating Rent shall be recalculated. Every year the B Component of the Operating Rent will be recalculated. The A Component shall be based on the purchase price of the Property at its acquisition multiplied by 2.00% over the U.S. Prime Lending Rate, reduced as described in the previous paragraph. The B Component shall be derived from the costs incurred by the Lessor in maintaining the property's rental availability, specifically, any taxes, insurance, and assessments needed to maintain the Lessor's ownership of the property and the Lessee's use of the Property.

OVERPAYMENT OF RENT

If the Lessee pays more Operating Rent than is due under this Agreement, the over-paid rent shall be treated as a prepayment of any on-account sums due to Owner.

RELATIONSHIP OF PARTIES

The parties relationship is solely that of Lessor and Lessee. Any Beneficial Ownership Interest is solely for use in calculating any Operating Rent reduction pursuant to this Agreement.

DEFAULT

In the event that Lessee fails to comply with the terms of this Agreement, the Owner may declare the Lessee in default. In the event the Owner declares the Lessee in default, in addition to any other remedies available, the Owner may evict the Lessee and collect all rent payable along with any costs and fees, including attorneys' fees and court costs, incurred in recovering the rent. In addition, because tenant has committed to rent the Property until the end of the lease term, Owner may collect, as part of the rent payable, rent from Lessee until a new tenant can be found, and may collect the difference between the rent any new tenant pays and the rent that Lessee has agreed to pay. Any event of default waived by the Owner does not obligate the Owner to waive any further events of default.

RIGHT OF SETOFF

Lessee grants to Lessor a contractual security interest in any accounts Lessee now or hereafter has or later opens at Devon Bank. In the event of a default under this Agreement, without notice to Lessee, the Lessor may ask Devon Bank to charge or set-off or freeze any amounts due, or likely to become due, under this Agreement against such accounts, to the extent permitted by law.

REPRESENTATIONS AND WARRANTIES

The Lessee represents and warrants that the Property is acceptable for its purposes and that any concerns have been investigated and addressed to the Lessee's satisfaction. The Lessee agrees that, other than as provided here, the lease from the Lessor is "as is" WITHOUT WARRANTY

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including any warranty of habitability, zoning, or fitness for a particular purpose, and with no recourse for any known or later discovered faults or problems. Lessor expressly MAKES NO WARRANTY to Lessee regarding the existence of dwelling code violations except that it has not received any notices from any city, village or other governmental authority of a dwelling code violation which existed in the structure on the premises herein described within ten (10) years before this Agreement was executed. Lessee warrants that it will use the property solely for the use permitted in this Agreement.

MAINTENANCE OF THE PROPERTY

During the term of this Agreement, Lessee shall be responsible for the upkeep and maintenance of the property at its own expense. Any improvements, modifications, or added fixtures may only be made or added with the approval of the Owner, and will become a part of the Property. Lessee shall not destroy, damage, or impair the value of the Property. Lessee agrees that Owner shall have no obligation to maintain or repair of the Property due to normal wear and tear or Lessee's acts or omissions, or for any other reason.

UTILITIES & ASSESSMENTS

During the term of this Agreement, Lessee shall be responsible for all utility payments related to the Property, including, but not limited to, gas, electricity, telecommunications, sewage, water and waste removal. Lessee shall be responsible for any special assessments or charges incurred during the term of this Agreement.

INSURANCE

The Owner will obtain flood insurance to the extent required by the Federal Flood Disaster Protection Act of 1973 and casualty insurance covering fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in Illinois on the Property. Lessee will provide all necessary assistance in obtaining such insurance.

The Lessee will obtain, or assist the Owner in obtaining, as either separate policies or as a blanket policy: (1) Comprehensive General Public Liability Insurance (including coverage for elevators and escalators, if any, contractual liability, underground property, explosion, and broad form property damage endorsement, against claims for bodily injury, death or property damage occurring or caused by events occurring on, in, or about the Property and adjoining streets and sidewalks); (2) Fire and Extended Coverage Insurance (contents broad form) and Sprinkler Leakage Insurance on Lessee's personal property located on the Property, and on all improvements, additions or fixtures added by Lessee, in amounts sufficient to fully insure such personal property; (3) any Worker's Compensation and employer's liability insurance covering its employees and contractors in such amount as is required by law; and (4) any Builder's Risk Insurance and Workers Insurance covering any construction or modifications to the Property protecting against "all risks," including collapse and transit coverage, covering the total value of work performed and equipment, supplies and materials furnished and, to the extent not covered by other insurance as to which Lessor is a named insured during such work.

All insurance shall be in a form and in such amounts satisfactory to or required by the Owner. Lessee shall provide the Owner original certificates and certified copies of all policies of such insurance and any renewals, with premiums prepaid, and with standard non-contributory and loss payable clauses satisfactory to the Owner, and clauses providing for not less than thirty (30) days' prior written notice to the Owner of cancellation or material modification of such policies,

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attached to such policies in favor of the Owner. All renewal and replacement policies shall be delivered to Owner at least thirty (30) days before the expiration of the expiring policies. The original insurance policies or certified copies of such policies and certificates, together with receipts for the payment of premiums on those policies, shall be delivered to and held by Owner, and shall constitute an assignment to the Owner of all return premiums to be held as additional security under this Agreement.

REPAIR OF DAMAGE

Lessee is responsible for any damage to the Property during the term of this Agreement. Lessee shall give Owner notice of any damage and shall promptly repair, rebuild or restore the Property at its own cost, adjusted by the proceeds of any insurance claim, so as to restore the Property to its condition at the commencement of the lease term. Lessee is authorized to settle and adjust any claim under any insurance policies which cover any damage in an amount which does not exceed \$10,000 under such insurance policies. For claims greater than \$10,000, Lessee and Owner must jointly settle and adjust any claims. Any insurance funds paid to the Owner shall be kept by the Owner and applied to the repair of the Property, or shall be applied to any sums owed to the Owner by the Lessee under this or any other Agreement.

RIGHT OF INSPECTION

The Owner or an agent of the Owner may make reasonable entries upon the Property to conduct inspections. Owner shall give Lessee reasonable notice prior to an inspection, specifying reasonable cause for the inspection, unless dictated by exigent circumstances.

EMINENT DOMAIN

If any part of the Property is taken or encumbered by condemnation or eminent domain, all proceeds shall be conveyed to the Owner. The Owner, at its sole discretion, but in consultation with the Lessee, may apply such funds either to the repair of the Property or to the sums owed to the Owner by the Lessee under this or any other Agreement, or to the Owner.

NO LIENS

Except as otherwise provided in this Agreement, Lessee shall pay any assessments, fines, or charges attributable to the Property. Lessee will pay those obligations on time and directly to the person or entity assessing such charges. If requested, Lessee shall promptly give Owner receipts evidencing any such payments. Within thirty (30) days of receiving notice from Owner, Lessee must discharge any lien against the Property unless Lessee: (a) agrees in writing to pay the obligation secured by the lien in a manner acceptable to Owner; (b) contests the lien by legal proceedings which, in Lessor's opinion, will prevent enforcement of the lien; or (c) posts a bond to cover the amount of the lien or otherwise sees to the lien's timely discharge.

PROTECTION OF INTEREST

Owner may, at its option, take any steps reasonably necessary, including legal proceedings, to preserve its interests in the Property. Owner's actions may include paying any sums secured by a lien, appearing in court, paying any fees, and entering on the Property to make repairs. The costs of such actions shall be paid for by Lessee.

HAZARDOUS SUBSTANCES

Lessee shall not cause, permit, or allow in any fashion:

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- (1) the presence or use in any way that violates or may violate the law;
- (2) disposal;
- (3) storage; or
- (4) release

of any Hazardous Substances on, from, or in the Property. "Hazardous Substances" are defined as those substances which are classified as toxic or hazardous substances by law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

Upon receiving knowledge, the Lessee shall promptly give Owner written notice of any investigation, claim, demand, lawsuit or other action by any regulatory or investigative agency or any private party which involves a claim concerning any Hazardous Substance, or any environmental concern. If Lessee learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Lessee shall discuss any necessary remedial actions with Owner before taking any remedial action unless exigent circumstances will not reasonably allow the Owner time to discuss any such actions with the Owner.

INDEMNIFICATION

The Lessee will indemnify the Owner, the Devon Bank, and all of their employees, officers, directors, shareholders, agents and attorneys (the "Indemnified Parties") for any loss or claims, including any attorneys' fees, court costs, judgments or settlements paid, incurred as a result of the Indemnified Parties actions taken pursuant to this Agreement, or the use or misuse of the Property by Lessee or any other party, whether known or later discovered. This provision shall survive the termination of this Agreement.

COMPLIANCE WITH LAW

In performing this Agreement, all parties will comply with all local, state and United States laws and regulations, even if such compliance would contradict provisions of this Agreement.

GOVERNING LAW AND JURISDICTION

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS. ANY DISPUTE BROUGHT PURSUANT TO THIS AGREEMENT WILL BE BROUGHT IN STATE OR FEDERAL COURTS LOCATED IN COOK COUNTY, ILLINOIS.

JURY WAIVER

IN THE EVENT OF A DISPUTE, THE LESSOR AND THE LESSEE BOTH WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION BROUGHT BY EITHER PARTY AGAINST THE OTHER. (Initial acknowledgement here: _____)

TRANSFERABILITY

The terms of this Agreement are binding on the Lessee, the Lessee's heirs, personal representatives, successors and assigns. Lessee may not sell or transfer its obligations under this Agreement, or the Property or any portion of the Property without the Owner's prior written consent.

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DUTY OF COOPERATION

To the extent necessary to perform this Agreement or to protect its interests in the security under this Agreement, Lessee agrees to assist the Owner as requested, even if it requires the execution of government documents that reflect an interest-bearing transaction.

ENDORSERS, GUARANTORS & SIGNERS

To the extent allowed by law, the Lessee, and any co-signers, endorsers, and guarantors waive any presentment, demand for payment and notice of dishonor. Any change in the terms of this Agreement will not relieve any of the parties listed in this Section of any liability or obligation. The Lessee, and any co-signers, endorsers, and guarantors of this Agreement are jointly and severally liable for performing its obligations

TOTAL AGREEMENT

This Agreement is the entire agreement between the parties related to the lease of the Property. It may only be amended in a writing signed by both parties or as may otherwise be provided for in the Agreement.

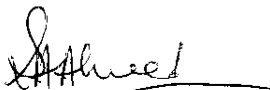
INVALIDITY

To the extent that any provision of this Agreement is held to be invalid under Illinois or United States law, the Agreement will be amended to comply with the law in a manner that reasonably represents the intent of the parties as demonstrated in the terms of this Agreement.

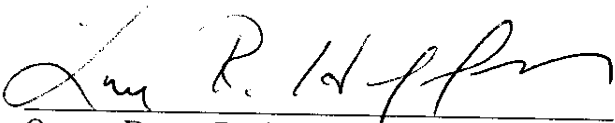
NOTICES

Any notices to be provided under this Agreement shall be delivered to the address for the other party as listed on this Agreement, as may be updated from time to time, and sent by courier, express carrier or by U.S. mail with proof of delivery.

Agreed and Acknowledged by:



Lessee, Ateeq Syed



Owner, Devon Bank Client Service L.L.C. # 106
By Laurene Huffman, Representative

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NOTARIZATION

STATE OF ILLINOIS

COUNTY OF IL

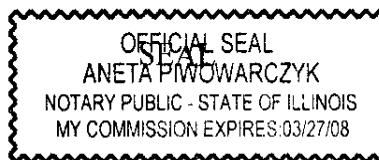
On this day before me, the undersigned Notary Public, Ateeq Syed personally appeared, and, known to me to be the individual or representative of the party named as the Lessee in this Agreement, signed the Agreement and acknowledged that he or she signed as his or her free and voluntary act and deed and for the uses and purposes herein mentioned.

Given under my hand and official seal this 28th day of September 2004.

By: [Signature]

Notary Public in and for the State of IL

My Commission expires 3/27/08



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LEGAL DESCRIPTION RIDER

Legal Description:

PARCEL 1:

LOT 46 IN EDGEBROOK PLANNED UNIT DEVELOPMENT IN PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 9, 1978, AS DOCUMENT NUMBER 24438837 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 23, 1980 AS DOCUMENT NUMBER 25465691, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, AS DEFINED AND SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS RECORDED JUNE 11, 1980 AS DOCUMENT 25483605, IN COOK COUNTY, ILLINOIS.

Permanent Index No.: 02-01-02-066

Clerk of Cook County Clerk's Office