

UNOFFICIAL COPY



LEASE

Doc#: 0613239057 Fee: \$42.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/12/2006 02:39 PM Pg: 1 of 10

DATE OF LEASE: April 14, 2006

TERM OF LEASE: 1 Year

INITIAL MONTHLY RENT: six thousand eight hundred seventy-five dollars

LOCATION OF PREMISES: 5027 W. Fullerton, Chicago, IL 60639

PURPOSE: To Sell General Merchandise

Security Deposit: \$100,000.00

BEGINNING May 1, 2006

LESSEE:

Name: Maher Z. Farhan
Address: 5364 N. Montclair
Chicago, IL 60656

ENDING April 30, 2007

LESSOR:

Name: Mubarak Ibrahim
9124 S. Thomas
Bridgeview, IL 60455

In consideration of the mutual covenants and agreements herein stated, Lessor hereby agrees to allow Lessee, Maher Z. Farhan to lease the premises pursuant to the following terms:

- 1. RENT:** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, for the first year, monthly in advance, beginning June 1, 2006, at Lessor's address stated above or such other address as Lessor may designate in writing. The rent shall be due on the first of each month and shall be considered late if paid after the fifth. Rent received after the fifth shall bear a five percent (5%) penalty. Rent not paid by the fifteenth of the month shall bear a fifteen percent (15%) penalty.
- 2. BUILDOUTS** Lessee shall be responsible for any and all buildouts, which may only be made with the consent of Lessor, which shall not be unreasonably withheld. It is further agreed between the parties that all of the buildouts, including, heating, plumbing and refrigeration equipment, shelving and all other buildouts that are done shall be considered fixtures and shall remain with the property at the end of the lease term.
- 3. CONDITION AND UPKEEP OF PREMISES:** Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressed. Lessee will keep the Premises including the roof and the structure and all appurtenances, in good repair, replacing all broken glass with glass of the

UNOFFICIAL COPY

same size and quality as that broken, and will replace all damaged fixtures including but not limited to heating, air conditioning, or plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will keep the driveways, if any and the Premises free from snow and ice; and upon the termination of this lease, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefor at the place of payment of said rent. Lessee during the course of this Lease may not raise the building that is upon the property.

4. **LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT:** 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, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first had, which shall not be unreasonably withheld and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any purpose other than a General Marketing, or increase the fire hazard of the building, or disturb the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid. Lessee will comply with all City, State and Federal ordinances.
5. **PROHIBITION:** Neither Lessee, Lessee's agent, his Lessee's or assignees shall be permitted to sell liquor or drugs except for, approved by Landlord, over-the-counter drugs.
6. **MECHANIC'S LIEN:** Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

UNOFFICIAL COPY

7. **INDEMNITY FOR ACCIDENTS:** Lessee covenants and agrees that it will protect and save and keep the Lessor harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.
8. **NON-LIABILITY OF LESSOR:** Except as provided by Illinois statute, Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon the Premises, or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of the Lessee or of any owners or occupants of adjacent or contiguous property.
9. **WATER, GAS AND ELECTRIC CHARGES:** 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 Premises, for and during the time for which this lease is granted, and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.
10. **INSURANCE** : The Lessee shall keep said premises at all times insured for the benefit of the Lessor, Lessor, and the interests of any mortgagee or trustee, if any, as their interests may appear; such policy or policies shall be held by Lessor, and Lessee shall pay the premiums thereon when due. The Lessee shall purchase policies to protect against loss or damage by fire or other casualty with extended coverage in the amount of the full insurable value thereof (in no event less than one million (\$ 1,000,000.00) unless the full insurable value of such improvements is less and to secure and maintain public liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) and plate glass insurance in an

UNOFFICIAL COPY

amount satisfactory to the Lessor, all such insurance to be carried by good and responsible insurance companies acceptable to the Lessor. Upon the issuance of any insurance policy and at least 15 days prior to the expiration of any of the policies theretofore delivered to or held by the Lessor, the Lessee shall deliver every such policy and renewal thereof to the Lessor and exhibit through a deposit with the Lessor receipted bills showing the payment of the premiums therefore. In the event that the Lessee shall fail to renew or place new insurance on said premises at least fifteen (15) days prior to the expiration of existing insurance policies, the Lessor shall have the right as agent of the Lessee to renew or to place new insurance on the premises for such a period as the Lessor may select not exceeding one (1) years at the expense of the Lessee. The insurance policies herein provided for shall provide that damages in case of loss shall be payable to the Lessor and or his mortgagee.

11. **WARRANTIES**: Lessor makes no warranties, either expressed or implied, with respect to the equipment, including, without limitation, an implied warranty of merchantability or fitness for a particular purpose. Furthermore, Lessor shall in no event be liable for any special, indirect, incidental or consequential damage of any nature. Lessor shall pass on to Lessee any warranties that he receives.
12. **LIGHTING**: Lessee shall use sufficient lighting and illuminated signs to provide full visibility.
13. **VEHICLES-OTHER MOBILE EQUIPMENT**: The Premises shall be kept clear of vehicles, other mobile equipment and obstructions, which may restrict traffic flow, endanger customer safety or detract from appearance.
14. **KEEP PREMISES IN REPAIR**: Lessor shall not be obliged to incur any expense for repairing any improvements, upon said demised premises or connected therewith, and the Lessee at its own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good Lessee able and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor. Lessor shall retain responsibility for the underground tanks providing Lessee has properly maintained the tanks.

UNOFFICIAL COPY

15. **ACCESS TO PREMISES:** Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and "To Rent", and will not interfere with the same.
16. **ABANDONMENT AND RELETTING:** If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.
17. **HOLDING OVER:** Lessee will, at the termination of this lease by lapse of time or otherwise yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld the sum of double the last monthly rent before the hold over occurred, to be computed on a monthly basis for each month or part of a month such hold over occurs, but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.
18. **BANKRUPTCY:** In the event Lessee or guarantor shall file for bankruptcy or relief from creditors, this lease shall immediately at the option of the Lessor be terminated.
19. **CONDEMNATION:** In the event the premises, or any part thereof, are taken through exercise of the power of eminent domain, the entire award for damages to the premises, both leasehold and reversion, shall be the sole property of the Lessor, and the Lessee hereby assigns to the Lessor all the Lessee's right, title and interest in any joint award made pursuant to any such proceedings, and authorizes and empowers the Lessor in the name of the Lessee to receipt and give acquittance therefor, and to make, execute and deliver in the Lessee's name any release or other instrument that may be required to recover any such award or judgment. In the event the entire premises are taken, rental shall be paid to the date the Lessee is ousted pursuant to such proceedings, and all other covenants and conditions of this lease having been performed, this lease shall be void.
20. **EXTRA FIRE HAZARD:** There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as

UNOFFICIAL COPY

may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

21. **DEFAULT BY LESSEE:** If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time thereafter at his election declare said term ended and reenter the Premises or any part thereof, with or (to the extent permitted by law) without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire or have an interest in, which is by law subject to such distraint, as security for payment of the rent herein reserved. Failure of Lessor to exercise any right granted in this document shall not be considered a waiver of any right to which Lessor would otherwise be entitled to.
22. **NO RENT DEDUCTION OR SET OFF:** Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.
23. **RENT AFTER NOTICE OR SUIT:** It is further agreed, by the parties hereto, that after the service of notice, or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.
24. **PAYMENT OF COSTS:** Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.
25. **RIGHTS CUMULATIVE:** The rights and remedies of Lessor under this lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.
26. **FIRE AND CASUALTY:** In case the Premises shall be rendered unleaseable during the term of this lease by fire or other casualty, Lessor at his option may terminate the lease or repair the Premises within 90 days thereafter. If Lessor elects to repair, this lease shall remain in effect

UNOFFICIAL COPY

provided such repairs are completed within said time. If Lessor shall not have repaired the Premises within said time, then at the end of such time the term hereby created may be terminated at Lessees option. If this lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or other casualty.

27. **SUBORDINATION:** This lease is subordinate to all mortgages, which may now or hereafter affect the Premises.
28. **PLURALS; SUCCESSORS:** The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease; and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney or agent.
29. **SEVERABILITY:** Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease.
30. **NOTICE:** In the event notice is required and except as otherwise specified herein, every notice hereunder shall be in writing and subject to any requirements of law may be given to Lessee or Lessor by personal service to either Lessee or Lessor by certified letter, telegram, electronic mail, mailgram, or fax with proper transmission verification acknowledging fax was received and followed-up with the original by ordinary mail. Notice may also be made by overnight or local courier or ordinary mail and in the such instance shall be deemed given when the letter is deposited in U.S. mail or the telegram or such other communication is deposited with the dispatching agency, postage or charges pre-paid, and directed to the party for whom intended at such parties address first herein specified, or at such other address as such party may have substituted therefore by notice so given to the other. Notice to Lessor shall include, notice to Lessor's attorney Michael M. Silbert at 19 S. LaSalle St., Chicago, Illinois 60603.
31. **VALIDITY:** It is intended by the parties that this lease be a valid legal document. If any provision shall be declared unenforceable, the balance of the document shall be read in such a manner that it is legally enforceable.
32. **OPTION TO RENEW:** Lessee shall have the right to renew this lease for an additional period of five years at a rental equal to ten percent greater than the rent paid in the last year of the lease. Thereafter, the rent shall

UNOFFICIAL COPY

increase _____ percent for each successive year. Lessee shall notify Lessor not less then ninety (90) days prior to the end of the lease period if Lessee intends to renew the lease.

33. **REAL ESTATE TAX:** Lessee shall be responsible for all real estate taxes. The current taxes are twenty-eight thousand dollars per year.

34. **Net, Net, Net Lease:** It is intended that the Lessee shall be responsible for all of the expenses associated with this property. It is understood that the Landlord shall not be responsible for any costs associated with this property.

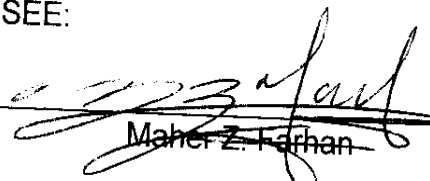
This lease consists of ten (10) pages numbered 1 to 10, including a rider consisting of 1 page identified by Lessor and Lessee.

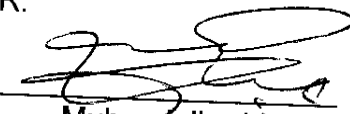
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the Date of Lease stated above.
Consent to this Sublease.

Date: 4-20-06

LESSEE:

LESSOR:

BY: 
Maher Z. Farhan

BY: 
Mubarak Ibrahim

BY: _____

BY: _____

ASSIGNMENT BY LESSOR

On this _____, 2006, for value received, Lessor hereby transfers, assigns and sets over to _____, all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____, 2006.

UNOFFICIAL COPY

RIDER

Option to Purchase

In consideration of Lessee paying the non refundable sum of one hundred thousand dollars Lessee, has the option to purchase this property for the price of \$1,200,000.00. This option may only be exercised between April 15th and April 30th of 2007. Lessee shall notify seller in writing of his intent to exercise. Closing shall occur within ninety days after Lessee's notification of intent to exercise. Lessee agrees to continue to pay rent at the same rate as stated in the above lease all other terms of the lease to continue to apply until the sale is consummated. However, the continuation of the lease term shall not be construed as the parties having entered into a new lease for a fixed term. If Lessee fails to consummate the sale within the said ninety days, Lessor may keep the option money and rent and return the security deposit. Lessee's right to purchase shall terminate and lessee shall vacate the premises.



 Maher Z. Farhan



 Mubarak Ibrahim

4/20/06

 Date

UNOFFICIAL COPY

Permanent Real Estate Index Number(s): 13-33-202-005-0000 13-33-202-008-0000
13-33-202-006-0000 13-33-202-009-0000
13-33-202-007-0000

LEGAL DESCRIPTION

LOTS 12, 13, 14, 15 AND 16 IN BLOCK 1 IN CHICAGO HEIGHTS SUBDIVISION OF THE NORTH
½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 33, TOWNSHIP 40 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office