TERM OF LEASE

JANUARY15, 1996

DATE OF LEASE

BEGINNING 1,1996

ENDING

\$500.00

MONTHLY RENT

Location of Premises:

JAN30.2001 OPTION 2FIVE YEARS

TO LESSEE

6001 WEST IRVIN

ORE, ENTRANCE ON AUSTIN

OFFICE STORE

0702634023 Fee: \$58.00

Eugene "Gene" Moore

Cook County Recorder of Deeds

Date: 01/26/2007 09:24 AM Pg: 1 of 5

LESSOR

· PAVA POST 90

HAKIM A JARADAT

2827 N ELSTON AVE,

NAME

6005 WEST IRVING PARK

CHICAGO, ILL

60618

ADDRESS CITY

CHICAGO, ILL

In consideration of the no usual 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

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WATER GAS AND CHARGES

BLETTING; SIGNMENT

SSEE NOT O MISUSE

NOITION SSESSION

PAIRS AND MAINTE-NANCE

CESS EMIS. NON-

**ABILITY** LESSOR

- 1. Less the 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.
- 2. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levie or charged on the Premises, for and during the time for which this lease is granted, and in case said water rent, and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the lame, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and lealthy condition, as herein specified, are declared to be so much additional rent and payable with the install nen of rent next due thereafter.
- 3. The Premises shall not be surlet 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; nor permit to take place by any act or de a it of himself or any person within his control any transfer by operation of law of Lessee's interest crated hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or tigns of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspape 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. to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.
- 4. Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by 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 that will increase the rate of insurance thereon, nor for any purpose that will increase the rate of insurance thereon. pose 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 furls or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floor; 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 a part.
- 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, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.
- 6. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yill the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, 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 condition of cleanliness, repair and sightliness 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, servents or healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employes, 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 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
- 7. Lessee will allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same.
- Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to 8. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any trank, the washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the

RVBAO

RESTRIC-TIONS (SIGNS, ALTER-ATIONS, FIXTURES)

HEAT

FIRE AND CASUALTY

TERMINA-TION; HOLDING OVER

LESSOR'S REMEDIES

A CIVO

RELET

OSTS AND FEES that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, or near the P emiss. It is not or any such damage or injury occasioned by water, or near the P emiss. It is not or any such damage or injury occasioned by water, or near the P emiss. It is not or any such damage or injury occasioned by the falling of any fixture, plaster of street, nor for any damage or injury arising from any act, omission or negligence of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

- 9. Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or window, or shall place obtained, such locks, bolts and fixtures or any fixtures of any kind, without the consent of Lessor first had and or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of fixtures, equipment and moveable furniture.
- 10. Where building is equipped for the purpose, Lessor shall furnish to Lessee a reasonable amount of heat, from October 1st to May 1st, whenever in Lessor's judgment necessary for comfortable use of the Premises, during customary business hours (excluding Sundays and holidays), but not earlier than 8 a.m. nor later than 6 p.m. unless specifically stated herein. Lessor does not warrant that heating service will be free from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor, or by renewal or repair of the heating apparatus in the building. Any such interruption shall not be deemed an eviction or disturbance of Lessee's use and possession of Premises, nor render Lessor liable to Lessee in damage. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly wrived by Lessee.
- 11. It case the Premises shall be rendered untenantable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and determine.
- 12. At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, 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 rent. If Lessee retains possession of the Premises of any part thereof after the termination of the term by lapse of time or otherwise, Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1, or (c) creation of a tenancy at sufferance, at a rental of double the monthly rental specified in for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by tute a waiver by Lessor of any right of re-entry as here. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as here. The provisions of the right to terminate this lease for a lessee shall was shall not constituted to the covenants herein. First right of refusal for Lessee.
- 13. If Lessee shall vacate or abandon the Premise or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the terminate with or (to the extent permitted by law) without any ortice or demand whatsoever, and the mere Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand aforesaid, whether this lease shall thereupon terminate, and upon the terminate or any notice or demand aforesaid, whether this lease be terminated or not, Lessee agree to unrender possession of the Premises or any part thereof, to take possession thereof with or (to the extent permitted y law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part reasonably be necessary, and Lessor may re-possess himself of the Premises as in the Sormer estate, but such of rent, notice to quit, demand for possession, and any and all notices and demands what over, of any and or to landlord and tenant, or any other statute, or by the common law, during the term of this lease contained, to for rent, notice to quit, demand for possession, and any and all notices and demands what over, of any and or to landlord and tenant, or any other statute, or by the common law, during the term of this lease or any knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether not be construed as a waiver of lessor's right to act without notice or demand or of any other right hereby given and lessor, or as an election not to proceed under the provisions of this lease.

  14. If Lessee's right to the possession of the Premises or the premises which may other right to the possession of the Premises and the possession of the Premises or the provisions of this lease.
  - 14. 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 (except as provided by Illinois statute), be relet by Lessor, for the account periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered another occupant or tenant to mitigate the damages of Lessee or otherwise, Lessee hereby waiving the use of reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.
  - 15. 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 involved through or on account of this lease.

ONFESSION OF UDGMENT

LESSOR'S LIEN

REMOVAL OF OTHER LIENS

REMEDIES NOT EXCLUSIVE

**NOTICES** 

MISCELLA-NEOUS

SEVER-ABILITY 16. Lessee hereby irrevocably constitutes and appoints any attorney of any court of record in this State, to be his true and lawful attorney for him and in his name and stead to enter his appearance in any suit or suits that may be brought in any court in this State at any time when any money is due hereunder for rent or otherwise, to waive the issuing of process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so due and for costs of suit and for reasonable attorney's fees in favor of Lessor, and to release all errors that may occur or intervene in such proceedings, including the issuance of execution upon any such judgment, and to stipulate that no writ of error or appeal shall be prosecuted from such judgment or judgments, nor any bill in equity filed, nor any proceedings of any kind taken in law or equity to interfere in any way with the operation of such judgment or judgments or of execution issued thereon and to consent that execution may immediately issue thereon.

- 17. Lessor shall have a first lien upon the interest of Lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.
- 18. 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, 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.
- 19. 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, nor shall the right and power to confess judgment given in paragraph 16 hereof 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 Lessee's right to possession of the Premises. The Lessor may collect and receive any interest 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.
- 20. Notices me, 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.
- 21. (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 Less or 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" where re 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 firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each of se as though fully expressed. If there is more than one Lessee the warrant of attorney in paragraph 16 is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial ov jury by, and confession of judgment against any one or more of such Lessees, and shall authorize the perior mance of every other act in the name of and on behalf of any one or more of such Lessees.
- 22. 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, turn 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.

.(SEAL) .(SEAL)

WITNESS the hands and seals of the parties hereto, as of the Date of Least states above. "OFFICIAL SENI" ELLENS WARE State of Illinois (SEAL) NO COMMISSION EXPERSES OF A PARTY (SEAL) (SEAL) (Lessee) One this\_ ASSIGNMENT BY LESSOR . 19\_ \_, 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 (SEAL) \_(SEAL) **GUARANTEE** On this \_\_\_\_\_\_\_, 19 \_\_\_\_\_\_, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above lease

This document constitutes an integral part of the store lease/office lessigned by the lease in the lesse on or verore rebruary 01,1996. Of the signatories constitutes an agreement that the lease signed by by eassignable under any condition to the third party thus constituting a new contract between the original signatories.

Or Coot County Clerk's Office

LESSE

Signed to and subscribed before me

this 1st day of February A.D.1996

Notary Public-For Cook County, State of Illinois

"OITICIAL STALL"

ELLEN S. W. P.

ELLEN S. W. P.

Notary Public, State My Commission Expires 04 447

