

# UNOFFICIAL COPY

## STORE LEASE

DATE OF LEASE	TERM		SECURITY DEPOSIT
	BEGINNING	ENDING	
APRIL 16, 2007	MAY 1, 2007	MARCH 31, 2010	\$4,000.00
<b>MONTHLY RENT</b>			
5/1/07- 3/31/08 FOUR THOUSAND AND NO HUNDREDS 00/100 DOLLARS (\$4,000.00)			
4/1/08 - 3/31/09 FOUR THOUSAND AND ONE HUNDRED AND TWENTY DOLLARS (\$4,120.00)			
4/1/09-3/31/10 FOUR THOUSAND AND TWO HUNDRED AND FORTY-THREE AND 60/100's DOLLARS (\$4,243.60)			
<b>LOCATION OF PREMISES</b>			
1308 W. RANDOLPH STREET, CHICAGO, ILLINOIS 60607			
<b>PURPOSE</b>			
RETAIL CAR WASH			

**LESSEE: Randolph Street Auto Bath, Inc.**  
**LESSOR: John Sochacz**



Doc#: 0802350060 Fee: \$74.50  
 Eugene "Gene" Moore RHSP Fee: \$10.00  
 Cook County Recorder of Deeds  
 Date: 01/23/2008 02:08 PM Pg: 1 of 9

**NAME** Randolph Street Auto Bath, Inc.

**NAME** John Sochacz

**ADDRESS** 1308 W. Randolph  
 Chicago, Illinois 60607

This STORE LEASE ("Lease") is made by and between Lessor and Lessee as of ~~March~~ <sup>April</sup> 13, 2007.

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.

### LEASE COVENANTS AND AGREEMENTS

- 1. RENT.** 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. Notwithstanding the foregoing, Lessee shall be entitled to an abatement of the monthly rent through May 1, 2007.
- 2. OPTION TO EXTEND.** Provided the Lessee is not then in default under the terms and conditions of this Lease, Lessor grants Lessee the right, privilege, and option to extend this Lease for one (1) year upon the same terms and conditions contained in this Lease, upon notice in

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writing to Lessor of Lessee's intention to exercise each such option, given at least one hundred eighty (180) days prior to the expiration of the then preceding Term.

3. **OPTION RENT.** In the event Lessee exercises the options to extend provided for above, Lessee covenants and agrees to pay to Lessor annual rent, in monthly installments on the first day of each month in advance, according to the following schedule:

4/01/10 – 3/31/11 \$4,370.91

4. **GAS AND ELECTRIC CHARGES.** Lessee will pay, in addition to the rent above specified, Fifty-percent (50%) of all 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 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 herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter. Lessee shall transfer the applicable utilities to her name upon the signing of this contract.

5. **PAYMENTS BY LESSEE.** Lessee shall pay to Lessor, without demand, deductions, set-offs or counterclaims, the monthly rent, when and as the same shall be due and payable hereunder. Unless otherwise stated, all other sums of money or charges payable to Lessor from Lessee by this Lease are defined as "Additional Rent" and are due ten (10) days after the rendering of an invoice therefor and failure to pay such charges carries the same consequences as Lessee's failure to pay monthly rent or the Additional Rent and shall accrue interest at the rate of eighteen percent (18%) per annum.

6. **SUBLETTING; ASSIGNMENT.** 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 for which consent will not be unreasonable withheld; nor permit to take place by any act or default of herself or any person within his control any transfer by operation of law or 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.

7. **LESSEE NOT TO MISUSE.** Lessee will not permit any unlawful or immoral practice, with or without her knowledge or consent, to be committed or carried on in the Premises by herself 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 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 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 a part.

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8. **INSURANCE.** (a) Lessee, at Lessee's sole cost and expense, shall obtain and maintain, for the Term of this Lease, as extended, insurance policies providing the following coverage: (i) Lessee's fixtures, equipment, furnishings, and other contents in the Premises, for the full replacement value of said items; (ii) all perils included in the classification "fire and extended coverage" under insurance industry practices in effect from time to time in the jurisdiction in which the Premises is located; (iii) plate glass insurance, if available; and (iv) comprehensive general liability insurance naming Lessor, Lessor's partners, any mortgagee, as additional insureds, which policy is to be in the minimum amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage in the Premises.

(b) The policies described in (a) above shall: (i) be acceptable to Lessor in form and content, (ii) contain an express waiver of any right of subrogation by the insurance company against Lessor, Lessors agents and employees, and any mortgagees, (iii) contain a provision that it shall not be canceled and that it shall continue in full force and effect unless Lessor has received at least thirty (30) days prior written notice of such cancellation or termination, and (iv) not be materially changed without prior notice to Lessor.

9. **REAL ESTATE TAXES.** The Lessee shall pay Fifty Percent (50%) of any and all real estate taxes, regularly and specially assessed for any and all property contained and adjacently owned by Lessor. The obligation to pay taxes shall be capped at \$6,000.00 for any given calendar year. The Lessee shall reimburse Lessor within 10 days of written notification to reimburse Lessor.

10. **CONDITION ON POSSESSION.** 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.

11. **LESSOR'S WORK.** Lessor, at his expense and prior to April 1, 2007, shall perform or cause to be performed the following work in the Premises:

The Lessor will perform no work to the premises.

12. **REPAIRS AND MAINTENANCE.** 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 her own expense, 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 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 the 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 her 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 employees, 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 Lessor agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition.

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Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

**13. ACCESS TO PREMISES.** Lessee shall allow Lessor or any person authorized by Lessor free access to the Premises at any time without notice 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.

**14. NON-LIABILITY OF LESSOR.** Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to her or her 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 tank, tub, washstand, water 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 escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or 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 near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-Lessees or of other persons, occupants of the same building or of adjoining or contiguous buildings or 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.

**15. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES).** 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 in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor, and in case Lessee shall affix additional locks or bolts on doors or window, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal 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 removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and movable furniture.

**16. HEAT.** Where building is equipped for the purpose, Lessor, at Lessee's expense, shall furnish to Lessee, a reasonable amount of heat, from October 1<sup>st</sup> to May 1<sup>st</sup>, 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 am. 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

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Lessor liable to Lessee for damages. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.

**17. FIRE AND CASUALTY.** In case the Premises shall be rendered not tenantable by fire, explosion or other casualty, Lessor may, at his option, terminate this Lease or repair the Premises within one hundred and eighty (180) 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 shall cease and terminate. Tenant will have no obligation to pay rent if the premises is not tentable.

**18. TERMINATION; HOLDING OVER.** 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 thereto to Lessor at the place of payment of 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 may at its option within thirty (30) days after termination of the Term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this Lease for one (1) year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1, 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) creation of a tenancy at sufferance, at a rental of Two Hundred and 00/100 Dollars (\$200.00) per day, 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 Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

**19. LESSOR'S REMEDIES.** If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten (10) days, or in case of the non-payment of the rent or Additional Rent reserved hereby, or any part thereof, or of the breach of any covenant in this Lease contained, Lessor's right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this Lease shall thereupon terminate, and upon the termination or Lessee's right of possession, as aforesaid, whether this Lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by 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 thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this Lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demand whatsoever, of any and every nature, which

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may or shall be required by any statute of this state relating to forcible entry and detainer, or to Lessor and Lessee, or any other statute, or by the common law, during the Term of this Lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or say or act or a series of acts except an express written waiver, shall not be construed as a waiver of Lessor's rights to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this Lease.

**20. RIGHT TO RELET.** 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 and benefit of Lessee, for such rent and upon such terms and to such 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 Lessee offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating, Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, 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.

**21. COSTS AND FEES.** 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, without Lessor's fault, become involved through or on account of this Lease.

**22. CONFESSION OF JUDGMENT.** Lessee hereby irrevocably constitutes and appoints any attorney of any court of record in this State, to be her true and lawful attorney for her and in her name and stead, to enter her 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 the prevailing party, and to release and 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.

**23. LESSOR'S LIEN.** 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.

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**24. REMOVAL OF OTHER LIENS.** 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.

**25. REMEDIES NOT EXCLUSIVE.** 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 22 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 rent and Additional 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.

**26. NOTICES.** 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. Notice may be given to either addresses listed at the beginning of this lease.

**27. MISCELLANEOUS.** (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 firms 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. 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 by jury by, and confession of judgment against any one or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees.

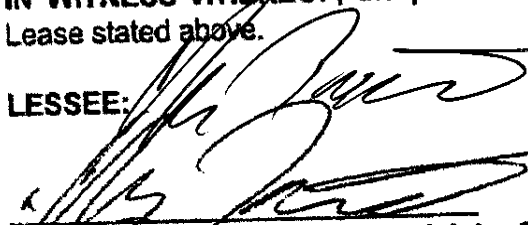
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- 28. **SEVERABILITY.** If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid 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 circumstance
- 29. **PERSONAL GUARANTEE.** The lessee personally guarantees all aspects and terms of the lease for which she is signing. By signing below she explicitly understands that she will be responsible individually and personally for all aspects of the lease including, but not limited to, all money provisions.
- 30. **RIGHT OF FIRST REFUSAL.** Anytime during the lease term Lessee has the right of first refusal to purchase property from Lessor. This right shall not extend beyond the lease term. Lessor shall give Lessee three weeks (3) written notice of its intent to sell property. The Lessee must provide a signed written contract and security sufficient to Lessor by 5:00 pm at the end of this three week period to effect its right of first refusal. The Lessee shall have no right to file this contract or contest its Rights of First Refusal if it does not close the sale of the property within 30 days of first being notified by Lessor. If the Lessee does not purchase the property from Lessor and if the Lessor sells the property by January 1, 2008 the it will return to Lessee 75% of all monies paid to Lessor by Lessee under this lease. If the Lessor sells the property by March 31, 2008 it will return to Lessee 50% of all monies paid to Lessor by Lessee. If the Lessor sells the property by June 31, 2008 it shall return to Lessee 25% of all monies paid to Lessor by Lessee. Lessee shall have no rights to return of monies paid after 7/1/2008 or if Lessee purchases the property from Lessor.

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

LESSEE:

LESSOR:

  
 \_\_\_\_\_  
 John Sochacz, individually and John Sochacz  
 Personally and as Guarantee for  
 Randolph Street Auto Bath, Inc.

  
 \_\_\_\_\_  




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## LEASE RECORDING RIDER

### Legal Description of Leased Premises:

LOT 3 AND THE NORTH 40 FEET OF LOT 4 AND ALL OF LOTS 5 TO 8  
INCLUSIVE AND THE ALLEY NORTH OF AND ADJOINING SAID LOTS 4, 5, 6, 7,  
8 ALL IN ASSESSORS DIVISION OF LOTS 15 AND 16 IN BLOCK 1 IN SAWYERS  
ADDITION TO CHICAGO, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14  
EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF  
TAKEN FOR WIDENING OF RANDOLPH STREET) IN COOK COUNTY,  
ILLINOIS

Permanent Index Number: 17-08-325-023-0000.

Common Address: 1302-08 W. Randolph St., Chicago, IL 60607

Property of Cook County Clerk's Office