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Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/09/2008 12:11 PM Pg: 1 of 4

COMMERCIAL LEASE AGREEMENT TO BE RECORDED

LEGAL DESCRIPTION

THAT PART OF THE EAST 4.09 CHAINS, (MEASURED ON THE NORTH LINE), OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER OF LAKE STREET, (EXCEPT THEREFROM, THOSE PARTS TAKEN FOR STREETS AND RAILROAD RIGHT OF WAY), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION, OF THE NORTHERLY LINE OF WEST LAKE STREET, AND THE WESTERLY LINE OF NORTH CICERO AVENUE; THENCE NORTH, ON THE WEST LINE OF NORTH CICERO AVENUE, 44.25 FEET; THENCE WESTERLY, ALONG A LINE, DRAWN TO A POINT, 32.97 FEET, NORTHERLY OF THE NORTHERLY LINE OF WEST LAKE STREET, 111 FEET; THENCE SOUTH, PARALLEL TO THE WEST LINE OF NORTH CICERO AVENUE, 32.97 FEET, TO THE NORTHERLY LINE OF WEST LAKE STREET; THENCE EASTERLY, ALONG THE NORTHERLY LINE OF WEST LAKE STREET, 111.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address of Real Estate: 350-352 North Cicero Avenue, Chicago, Illinois 60644

Permanent Real Estate Index Number: 16-09-402-025-0000

THIS INSTRUMENT PREPARED BY: *Robert G. Guzaldo & Associates, Ltd., 6650 North Northwest Highway, Suite 300, Chicago, Illinois 60631; 773/467-0800*

AFTER RECORDING, MAIL TO:
Robert G. Guzaldo & Associates, Ltd.
6650 North Northwest Highway
Suite 300
Chicago, Illinois 60631

09/18/2007 TUE 15:41

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FAX 7734671601 robert.guzaldo and assoc

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COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is made and effective this _____ day of _____, 2007, by and between S H & Associates, Inc. ("Landlord") and Amjad Owaynat ("Tenant," whether one or more). This Lease creates joint and several liability in the case of multiple Tenants.

1. **PREMISES.** Landlord hereby rents to Tenant and Tenant accepts in its present condition the Premises at the following address: 352 North Cicero Avenue, Store Front, Chicago, Illinois 60644 (the "Premises").

2. **TERM.**

A. The term of this Lease shall start on October 1, 2007, and end on September 30, 2012. In the event that Landlord is unable to provide the Premises on the exact start date, then Landlord shall provide the Premises as soon as possible, and Tenant's obligation to pay rent shall abate during such period. Tenant shall not be entitled to any other remedy for any delay in providing the Premises.

B. Tenant may renew the Lease for one extended term of 10 years from October 1, 2012 to August 30, 2022. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than thirty (30) days prior to the expiration of the Initial Term. The renewal term shall be upon the same covenants, conditions and provisions as provided in this Lease.

3. **RENT.** Tenant agrees to pay, without demand, to Landlord as rent for the Premises the sum of \$1,000.00 per month in advance on the first day of each calendar month, at _____, or at such other place as Landlord may designate. Rent will be prorated if the term does not start on the first day of the month or for any other partial month of the term. If Tenant elects to exercise his/her option to renew the Lease for an extended term of 10 years from October 1, 2012 to August 30, 2022, the rent shall remain at \$1,000.00 per month in advance on the first day of each calendar month. Tenant agrees to renovate the premises as follows: new store front, new concrete floors, new plumbing, new electrical, and repair ceiling. In exchange, Landlord agrees that Tenant can occupy the property rent free from October 1, 2007 to August 30, 2009. The first month's rent shall be due on October 1, 2009.

separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. Tenant shall not default on any obligation to a utility provider for utility services at the Premises.

10. **MAINTENANCE AND REPAIR.** Tenant will, at Tenant's sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease. During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Premises whenever damage to such items shall have resulted from Tenant's misuse, waste, or neglect, or that of the Tenant's family, agent, or visitor. Tenant shall, at Tenant's sole expense, maintain the heating and air conditioning system.

11. **DISPLAY OF SIGNS.** During the last thirty (30) days of this Lease, Landlord or Landlord's agent may display "For Rent" or similar signs on or about the Premises and enter to show the Premises to prospective tenants.

12. **HOLDOVER BY TENANT.** Should Tenant remain in possession of the Premises with the consent of Landlord after the expiration of the Term of this Lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions of this Lease, but shall be terminable on thirty (30) days by either party or longer notice if required by law. If Tenant holds over without Landlord's consent, Landlord is entitled to double rent, pro-rated per each day of the holdover, lasting until Tenant leaves the Premises.

13. **SURRENDER OF PREMISES.** At the expiration of the Lease, Tenant shall quit and surrender the Premises in as good a condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted.

14. **SEVERABILITY.** If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

15. **GOVERNING LAW.** It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

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16. **SUCCESSORS.** The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

17. **ENTIRE AGREEMENT.** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by a writing signed by both Landlord and Tenant.

18. **RIGHT OF FIRST REFUSAL.** In the event of any offer acceptable to Landlord, or to Landlord's successor in interest, at any time or times during the original or extended term hereof, for the sale of the premises, the Landlord, prior to acceptance thereof, shall give the Tenant, with respect to each such offer, written notice thereof and a copy of said offer including the name and address of the proposed purchaser; and Tenant shall have the option and right of first refusal for sixty (60) days after receipt of such notice within which to elect to purchase the Premises on the terms of said offer. If Tenant shall elect to purchase the Premises pursuant to the option and first refusal herein granted, he/she shall give notice of such election within such sixty (60) day period. Tenants failure at any time to exercise this option under this paragraph shall not affect this Lease and the continuance of Tenant's rights and options under this and any other paragraph herein.

19. **NOTICES.** Any notice required or otherwise given pursuant to this Lease shall be in writing; hand delivered, facsimile, mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Premises and if to Landlord, at the address for payment of rent.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

LANDLORD

LESSEE(S)

Ramsey Natour
SIGNATURE OF AGENT

Amjad Owaynat
SIGNATURE

Ramsey Natour
PRINT NAME

Amjad Owaynat
PRINT NAME

Nancy Gonzalez

9/18/07

