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COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
SKOKIE OFFICE

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the 12th day of May 12, 1998, by and between ARMAND S. DONIAN and VERNA D. BEZAZIAN, as Trustees under Trust Agreement dated July 29, 1976 and ARMAND S. DONIAN and VERNA D. BEZAZIAN, as Trustees under Trust Agreement dated July 30, 1976, (hereinafter referred to as "Lessors") and SAMAR IBRAHAM, (hereinafter referred to as the "Lessee"):

### WITNESSETH:

FOR AND IN CONSIDERATION of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration in hand paid at or before the sealing and delivery of these presents, Lessor has rented and leased to Lessee, and Lessee has rented and leased from Lessor, upon the terms and conditions hereinafter set forth, certain real property situated in the County of Cook, State of Illinois, as more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Premises"), for a term beginning on August 1, 1998 (the "Commencement Date") and ending on July 31, 2003, on such terms and conditions as contained in a certain Lease Agreement by and between Lessor and Lessee dated May 12, 1998, (the "Lease").

This Memorandum of Lease is subject to all the terms and conditions of the Lease which are hereby incorporated herein and by this reference made a part hereof, and in the event of any conflict between the terms of this Memorandum of Lease and the Lease, the terms of the Lease shall control. The Lease sets forth the entire agreement of the parties hereto and this Memorandum of Lease does not alter, amend or change the Lease in any way.

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LEASE

THIS INDENTURE, made this 1st day of May, 1998, by and between ARMAND S. DONIAN and VERNA D. BEZAZIAN, as Trustees under Trust Agreement dated July 29, 1976, and ARMAND S. DONIAN and VERNA D. BEZAZIAN, as Trustees under Trust Agreement dated July 30, 1976, parties of the first part (referred to herein collectively as "Lessors"), and SAMAR IBRAHAM of 4251 West Oakton Street, Skokie, Illinois 60076 (Tax I.D. 351-66-8596), party of the second part (referred to herein collectively as "Lessee");

WITNESSETH:

ARTICLE I

Description and Term

1.01 Lessors, in consideration of the rents reserved and of the covenants and agreements herein expressed and agreed on the part of Lessee to be kept, observed and performed, has demised and leased and do by these presents demise and lease unto Lessee the real estate commonly known as 3154 West Devon Avenue, in the City of Chicago, County of Cook and State of Illinois, legally described on Exhibit A attached hereto and made a part hereof.

1.02 TO HAVE AND TO HOLD the above described premises, including the rights, privileges, easements and appurtenances thereunto belonging and all the improvements now or hereafter situated thereon (collectively referred to herein as "demised premises" or "leased premises") unto Lessee for a term commencing on August 1, 1998, and ending on July

31, 2003 (herein sometimes called the "demised term" or the "term of this Lease"), unless sooner terminated as hereinafter provided.

**ARTICLE II**

**Purpose**

2.01 Subject to the terms hereinafter set forth, the demised premises shall be used and occupied only as a retail gasoline station, a retail grocery and food store, and for related uses. Lessee shall not use the demised premises for any purpose that is illegal or contrary to any ordinance or law of the City of Chicago, or any other public authority having jurisdiction thereover, nor, unless Lessors give prior written consent thereto, for the sale, gift or consumption of alcoholic beverages, which consent may be arbitrarily refused.

**ARTICLE III**

**Improvements and Fixtures**

3.01 Lessee shall make no alterations of or improvements to the demised premises except with the written consent of Lessors first had and obtained, which written consent shall not be unreasonably withheld. Lessee agrees to erect, construct and install any improvements to the demised premises in a good and workmanlike manner, in accordance with plans and specifications approved by Lessors, which approval shall not be unreasonably withheld. All improvements by Lessee when completed shall comply with all provisions of law and of any and all applicable permits and authorizations, which Lessee agrees to obtain prior to the commencement of any construction.

3.02 All additions, alterations, repairs and improvements in or upon the demised premises, whether placed there by Lessors or by Lessee, with or without the consent of Lessors as required by Section 3.01, shall become Lessors' property and shall remain upon the premises at the termination of this Lease, by lapse of time or otherwise, without compensation or allowance or credit to Lessee. The preceding sentence shall not apply to Lessee's fixtures, which Lessee may remove at Lessee's expense at the end of the demised term, provided that Lessee has paid all sums required by it to be paid under this Lease, including, without limitation, sums for rent, repairs, insurance and taxes; and provided, further, that Lessee shall repair any damage caused by such removal. "Lessee's fixtures" as used in this Lease shall mean only those trade fixtures, machinery, equipment, inventory and supplies that are supplied and used by Lessee in the conduct of its business and that are not necessary for the general operation and maintenance of the leased premises.

**ARTICLE IV**

**Rent**

4.01 Subject to the provisions of Articles VI, VII and VIII, Lessee shall pay to Lessors for the five (5) year period commencing on August 1, 1998 and ending on July 31, 2003, a basic rent for the demised premises an amount equal to Forty-Five Thousand Six Hundred Dollars (\$45,600.00) per Lease Year payable in monthly installments of Three Thousand Eight Hundred Dollars (\$3,800.00).

4.02 The basic rent for each Lease Year specified in Subsection 4.01 shall be payable in equal monthly installments determined by dividing the basic rent for the applicable Lease Year by twelve (12). As used in this Lease, the term "Lease Year" means the twelve (12)

month period commencing August 1, 1998, and each year of the demised term thereafter. Basic rent shall be payable on the first day of each and every month of the term of this Lease and shall be paid to Lessors without notice or demand and without abatement, deduction or set-off of any amount whatsoever.

4.03 Unless otherwise directed in writing by Lessors, or the then payee, Lessee shall pay all basic and additional rent hereunder to ARMAND S. DONIAN at 500 West Central Road, Mt Prospect, Illinois 60056.

4.04 Lessee shall pay directly all charges for water, electricity, gas, telephone and other utility services furnished to the leased premises.

4.05 It is intended that the rent provided for in this Lease shall be an absolutely net return to Lessors for the term thereof, free of any expenses or charges with respect to the leased premises, including maintenance and repairs, utilities, and taxes and assessments imposed upon or related to the demised premises, excepting only as expressly provided in Articles VI, VII and VIII, and excepting principal and interest payments on Lessors' mortgage, if any.

4.06 Lessee shall pay Lessor the sum of Five Thousand Dollars (\$5,000.00) upon execution of this lease in payment of the basic rent for the first month of term, which amount is equal to Three Thousand Eight Hundred Dollars (\$3,800) plus the tax deposit for the first month of the term, which amount is equal to One Thousand Two Hundred Dollars (\$1,200).

4.07 Lessee's obligation to pay rent shall commence on August 1, 1998 provided that the improvements described in Article XVI have been completed and the property

is eligible for whatever permits and licenses are necessary to conduct business. If such improvements are not completed or because of the Lessor's actions, the property is not eligible for such permits and licenses, the Lessee's obligation to pay rent shall not commence until completion or eligibility for permits and licenses occurs. At Lessor's sole discretion, the term of the Lease shall be extended for the length of time Lessee was not able to operate its business or Lessee shall receive a rent credit equal to the rent which would have been due for the period after August 1, 1998 that Lessee was unable to operate its business.

**ARTICLE V**

**Options to Extend**

5.01 The Lessee shall have the option to extend the term of this Lease upon the terms and conditions set forth herein and provided that Lessee is not in default under the terms and provisions of this Lease at the time which Lessor receives written notice of the Lessee's exercise of such option.

5.02 The Lessee has the right to extend the term of this Lease for a period of three (3) years commencing on August 1, 2003 and terminating on July 31, 2005 for which Lessee shall pay a basic rent per Lease Year equal to the greater of:

(a) Forty-Seven Thousand Four Hundred Dollars (\$47,400.00); or

(b) Forty-Five Thousand Six Hundred Dollars (\$45,600.00) multiplied

by the ratio that the Consumer Price Index as hereinafter defined (the "Index")

for the month of July, 2003 bears to the Index for the month of July, 1998.

The basic rent, as determined above, shall be paid for each Lease Year as provided in Sections 4.02, 4.03, 4.04 and 4.05 of this Lease. Lessee must exercise such option in writing delivered to Lessor no more than twelve (12) months nor less than (6) months prior to the end of the term.

5.03. The Lessee has the right to extend the term of this Lease for an additional period of two (2) years commencing on August 1, 2006 and terminating on July 31, 2008 for which the Lessee shall pay a basic rent per Lease Year equal to the greater of:

- (a) Forty-Nine Thousand Eight Hundred Dollars (\$49,800.00); or
- (b) Forty-Seven Thousand Dollars (\$47,400.00) multiplied by the ratio that the Index for the month of July, 2006 bears to the Index for the month of July, 2003.

The basis rent, as determined above, shall be paid for each Lease Year as provided in Sections 4.02, 4.03, 4.04 and 4.05 of this Lease. Lessee must exercise such option in writing delivered to Lessor no more than twelve (12) months nor less than six (6) months prior to the end of the term.

5.03 The Consumer Price Index referred to above is the Consumer Price Index For All Urban Consumers, U.S. City Average: All Items, published by the Bureau of Labor Statistics, U.S. Department of Labor. In the event said Bureau of Labor Statistics shall cease to publish said Index, the calculations hereinabove provided shall be based on such other reputable index as shall be comparable to said Index.

**ARTICLE VI****Impositions, Liens and Encumbrances**

6.01 Except as provided in the next succeeding sentence, Lessee shall pay as additional rent for the demised premises all taxes and assessments, general and special, water rates and all other impositions, ordinary and extraordinary, of every kind and nature whatsoever, which may be levied, assessed or imposed upon the demised premises, or any part thereof, or upon any improvements at any time situated thereon, for any year or other tax period falling wholly or partly within the demised term, provided, however, that general real estate taxes levied against the demised premises for the year in which the demised term begins shall be prorated between Lessors and Lessee as of the commencement date of the demised term, and likewise such taxes for the year in which the demised term ends shall be prorated between Lessors and Lessee as of the expiration date of the demised term. Lessee may take the benefit of any provisions of any statute or ordinance permitting any assessment to be paid over a period of years. The amount of any taxes for which Lessee is liable hereunder falling due after the end of the demised term shall be tentatively determined and paid by Lessee to Lessors at the end of the term on the basis of the most recently ascertainable tax bills, subject to final redetermination of such taxes upon receipt of the actual bills therefor and to prompt payment of any credit resulting to the party entitled thereto by the other party.

6.02 As security for the obligations contained in this Article VI, Lessees shall deposit monthly with Lessors on the first day of each and every month of the demised term, a sum equal to one-twelfth (1/12th) of the last ascertainable amount (or, at Lessors' election, if



said last ascertainable amount is based in whole or in part on unimproved property, or if Lessors' interest hereunder is subject to the lien of a mortgage or trust deed, a sum equal to one-twelfth (1/12th) of the Lessors', in the first case, or the mortgagee's, in the second case, estimate of the current amount) of general real estate taxes and annual installments of special assessments levied with respect to the demised premises (and also insurance premiums as required under the terms of Article VIII of this Lease), which monthly sum shall be rounded up to the next number evenly divisible by One Hundred (100), and which monthly deposits shall be held by Lessors in trust for the benefit of the parties and used as a fund to be applied, to the extent thereof, to the payment of said general real estate taxes, special assessments and insurance premiums as the same become due and payable. The parties acknowledge and agree that said monthly sum at the beginning of this Lease shall be One Thousand Two Hundred Dollars (\$1,200.00). Any income earned by said trust fund shall belong to Lessors. The existence of said fund shall not limit or alter Lessee's obligation to pay the taxes, assessments or premiums in respect of which the fund was created; provided, however, that said fund shall be fully utilized for the payment of such taxes, assessments or premiums. The amount of the fund shall be readjusted annually, when actual tax bills and premium notices become available, to reflect the actual amount of said taxes, assessments and premiums. Lessee shall not be entitled to interest on said fund.

6.03 Duplicate receipts or photostatic copies thereof showing the payment of all taxes, assessments and other impositions shall be delivered by the party paying the same to the other party, within thirty (30) days after the payments evidenced thereby.

6.04 Lessors shall at their option have the right to pay any such taxes, assessments or other charges or impositions not paid by Lessee, and the amounts so paid, including reasonable expenses, shall be so much additional rent due at the next rental payment date after such payments, with interest at the rate of nine percent (9%) per annum from the date of Lessors' payment thereof to the date of reimbursement by Lessee.

6.05 Lessee shall not be required to pay any taxes, assessment, tax lien or other imposition or charge upon or against the demised premises, or any part thereof, or the improvements at any time situated thereon, so long as Lessee shall, in good faith and with due diligence, contest the same or the validity thereof by appropriate legal proceedings that shall have the effect of preventing the collection of the tax, assessment, tax lien or other imposition so charged or contested, provided, however, that pending such legal proceedings Lessee shall give Lessors such security as may be reasonably deemed satisfactory to Lessors to insure payment of the amount of the taxes, assessment, tax lien or other imposition or charge, and all interest and penalties thereon.

6.06 Lessee shall not do any act that shall in any way encumber the title of Lessors in and to the demised premises, nor shall the interest or estate of Lessors in the demised premises be in any way subject to any claim by way of lien or encumbrance whether by operation of law or by virtue of any express or implied contract by Lessee. Any claim to, or lien upon, the demised premises arising from any act or omission of Lessee shall accrue only against the leasehold estate of Lessee and shall be subject and subordinate to the paramount title and rights of Lessors in and to the demised premises.

6.07 Lessee shall not permit the demised premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed on the demised premises by, or at the direction or sufferance of, Lessee; provided, however, that Lessee shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien if Lessee shall give to Lessors such security as may be reasonably deemed satisfactory by Lessors to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the demised premises by reason of nonpayment thereof; provided further, however, that on final determination of the lien or claims for lien, Lessee shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

6.08 If Lessee shall fail to contest the validity of any lien or claimed lien and give security to Lessors to insure payment thereof, or having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, then Lessors may at their election (but shall not be required so to do), remove or discharge such lien or claim for lien (with the right, in Lessors' discretion, to settle or compromise the same), and any amounts advanced by Lessors for such purposes shall be so much additional rent due from Lessee to Lessors at the next rental payment date after such payment, with interest at the rate of nine percent (9%) per annum from the date of Lessors' payment thereof to the date of reimbursement by Lessee.

**ARTICLE VII**

**Maintenance and Repairs**

7.01 Lessee covenants and agrees that it will, at its sole cost and expense, keep and maintain in good condition and repair the entire building and improvements at any time located on the demised premises, exterior and interior, including, without limitation, the roof, exterior walls, foundations and driveways, together with Lessee's fixtures and other personal property necessary for the general operation and maintenance of the leased premises, and will make any and all necessary replacements or renewals thereof. Upon the termination of this Lease by lapse of time or otherwise, Lessee will yield up the demised premises to Lessors in as good condition and repair, ordinary wear and tear, damage or destruction by fire or other casualty excepted. Said building and improvements shall at all times be so maintained by Lessee in accordance with the laws and ordinances of the City of Chicago and other public authorities having jurisdiction thereover.

**ARTICLE VIII**

**Insurance**

8.01 Lessee, for the benefit of Lessors, shall furnish and maintain at Lessee's sole expense fire insurance with extended coverage, including coverage for loss of rent, on the improvements on the premises at one hundred percent (100%) of replacement value and with reputable companies and on standard policy forms or policy forms reasonably satisfactory to Lessors. Said insurance policies shall provide that the loss, if any, shall be paid to Lessors and Lessee as their interests may appear. On written request by Lessors, said policies shall contain standard mortgagee clauses naming the mortgagee(s) designated by Lessors.

8.02 Lessee shall obtain and keep in force comprehensive general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) for each person and One Million Dollars (\$1,000,000.00) for each occurrence and in respect of property damage of One Million Dollars (\$1,000,000.00) for each occurrence. Such policies shall name the Lessors and the Lessee as the insureds as their interests may appear. Such policies shall cover the entire demised premises including any sidewalks adjoining the same. Lessee shall bear the cost of such insurance and shall pay all premiums or assessments thereon.

8.03 Lessee shall procure and maintain, at Lessee's own cost and expense, plate glass insurance and insurance insuring Lessors and Lessee from all worker's compensation claims.

8.04 All policies of insurance to be provided by Lessee pursuant to the preceding Sections of this Article VII shall provide at least thirty (30) days' notice to Lessors before cancellation and such policies or certificates therefor shall be delivered to Lessors. Renewal policies shall be delivered to Lessors at least thirty (30) days before the expiration of any existing policy.

8.05 If Lessee fails to comply with the requirements of this Article VIII to the extent applicable to it, Lessors may obtain such insurance and keep the same in effect and Lessee shall pay to Lessors the premium costs thereof upon demand as additional rent hereunder, with interest at the rate of nine percent (9%) per annum from the date of Lessors' payment thereof to the date of reimbursement by Lessee. Lessee shall make monthly deposits to apply toward insurance premiums for which it is liable under this Article VIII in the same manner as provided in Article VI.

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## ARTICLE IX

### Indemnity

9.01 Subject to the provisions of Article XII, Lessee will protect, indemnify and save harmless Lessors from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses, but excluding income taxes) imposed upon or incurred by or asserted against Lessors by reason of:

(a) Ownership of the demised premises or any interest therein, or receipt of any rent or other sum therefrom, based upon or arising out of Lessee's use and occupancy thereof;

(b) Any accident, injury to or death of persons or loss of damage to property occurring on or about the demised premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways;

(c) Any failure on the part of Lessee to perform or comply with any of the terms of this Lease; or

(d) Performance of any labor or service or the furnishing of any materials or other property in respect of the demised premises or any part thereof performed or furnished, or claimed to be performed or furnished, by or at the direction or sufferance of Lessee.

In case any action, suit or proceeding is brought against Lessors by reason of any such occurrence, Lessee will, at Lessee's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel approved by Lessors.

## ARTICLE X

### Application of Insurance Money

10.01 In the event of damage to, or destruction of, the building or any other improvements on the demised premises, or the fixtures therein (other than Lessee's fixtures), by fire or other casualty, the proceeds of any insurance covering such loss upon receipt by the parties hereto shall be paid over to Lessors and Lessors shall at Lessors' sole expense restore and rebuild the building, improvements or fixtures damaged or destroyed, except and provided, however, that in no event shall Lessors be required to expend in and about such restoration and rebuilding any sums in excess of the insurance proceeds so paid to Lessors and available to Lessors for such purpose. If such fire or casualty occurs within the last two (2) Lease Years of the demised term or any extension thereof and the premises are thereby rendered untenable for an estimated period in excess of thirty (30) days, then Lessors may within thirty (30) days after such fire or casualty elect to terminate this Lease as of the date of such fire or casualty, in which event Lessors shall be entitled to all of the insurance proceeds without any obligation to restore or rebuild the premises.

10.02 If such damage or destruction results in the suspension of the Lessee's operations in the improvements, all rents shall abate from the date of such suspension of operations until the improvements have been so repaired or restored, and if said damage or destruction results in the suspension of operations from only a portion of the improvements, all rents shall be apportioned according to the portion of the improvements that are not so used for said operations until such time as the said improvements have been so repaired or restored.

ARTICLE XI

Condemnation

11.01 In the event the demised premises or any part thereof shall be taken by condemnation, any award made to compensate either Lessors or Lessee for damages or loss shall be paid to and retained by Lessors; provided, however, that Lessors shall not be entitled to any award to Lessee for depreciation of and cost of removal of Lessee's fixtures.

11.02 If only a part of the demised premises is taken, Lessee shall promptly restore the remaining portion of the premises in accordance with plans and specifications approved by Lessors so that it will constitute a complete architectural unit, and upon completion of such work and payment of award, Lessors shall pay Lessee for costs so incurred to the extent of the total award, less any collection expenses. If part of the building, or part of the building and part of the land, is taken, there shall be such abatement of rent and such other adjustments as Lessors and Lessee may agree upon as equitable, subject to arbitration as hereinafter provided if they are unable to agree. Except as provided in the next preceding sentence, if part of the land only is taken, there shall be abated that proportion of the rent as 50% of the square footage taken bears to the total area of the premises.

Upon a total taking, Lessee's obligation to pay rent or to discharge any other obligation hereunder, other than payment of money then due and damages arising out of any breach on the part of Lessee, shall terminate.

11.03 If Lessors and Lessee are unable within thirty (30) days after the determination of the condemnation award to agree upon the adjustments to be made in this Lease, the adjustments shall be determined by three disinterested arbitrators, one chosen by



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Lessors, one by Lessee and the third by the two so chosen. The decision of any two of the arbitrators shall be final and conclusive. The decision shall be in writing and signed copies shall be delivered to Lessors and Lessee. The party desiring arbitration shall give written notice to the other naming therein the arbitrator selected by it. In the event that, within a fifteen (15) day period after the giving of such notice, the other party shall fail to give to the party requesting arbitration written notice of the arbitrator selected by it, or in the event that the two arbitrators chosen shall fail within fifteen (15) days after their selection to agree upon the third, then on request of the party not in default, or upon the request of either party if neither is in default, any court of general equity jurisdiction in Cook County, Illinois may, within fifteen (15) days after such request, appoint an arbitrator or arbitrators to fill any places remaining vacant. The fees and charges of the arbitrators shall be borne in equal shares by Lessors and Lessee.

## ARTICLE XII

### Environmental Matters

12.01 Lessee agrees, at its own expense, to (a) register all existing underground storage tanks immediately with the Illinois State Fire Marshall; (b) perform monthly underground storage tank inventory control and tank tightness testing whenever required by law or regulation for the term of this Lease and any extension thereof, and (c) thereafter to maintain all underground storage tanks and perform all required testing in full compliance with all environmental laws and regulations.

12.02 Lessors have delivered to Lessee a Phase I Environmental Survey and Subsurface Soil Investigation of the demised premises dated March 11, 1993 (the "Survey"), performed by Chicago Environmental Survey. Lessee acknowledges receipt of said Survey,

which is hereby incorporated in this Lease. Lessee agrees that if, during the period the Site improvements described at Article XVI are being constructed, any environmental matter requiring remediation becomes apparent, Lessor shall have a period of one year to comply with all applicable requirements and regulations. Lessors agree that should any environmental clean-up of the demised premises be ordered by any state or federal agency, Lessors will pay one-half (1/2) the cost of any such clean-up, but in no event shall Lessors be obligated to pay more than Fifteen Thousand Dollars (\$15,000.00). Except for the above obligation of Lessors, Lessee waives, releases and forever discharges Lessors, their agents and other persons acting on behalf of Lessors, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that Lessee now has or that may arise in the future on account of or growing out of or in connection with any physical characteristic or existing condition of the demised premises, including, without limitation, subsurface conditions, solid and hazardous wastes, and hazardous materials on, under, or related to the demised premises, or any applicable law or regulation. Except for the above obligation of Lessors, Lessee further assumes and covenants to undertake and discharge and to defend, indemnify and hold Lessors harmless from any and all liabilities of Lessors or Lessee arising from (a) any condition that now exists or may be found to exist in, on, under or about the demised premises, (b) a determination that the demised premises or any portion violates any applicable environmental or health or safety law, ordinance, regulation or ruling, and (c) the presence, use, generation, storage, release, threatened release, or containment, treatment, or disposal of any hazardous or toxic substances or materials.

not otherwise, and with or without notice of such election and with or without any demand whatsoever, forthwith terminate this Lease and Lessee's right to possession, one or both.

13.03 Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Lessee's right to possession without termination of the Lease, Lessee shall surrender possession and vacate the premises immediately, and deliver possession thereof to Lessors, and Lessee hereby grants to Lessors full and free license to enter into the premises as of Lessors' former estate and to expel or remove Lessee and any others who may be occupying or within the premises and to remove any and all property therefrom, using such force as may be necessary, without being deemed guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Lessors' rights to rent or any other right given to Lessors hereunder or by operation of law. Lessee expressly waives the service of any demand for the payment of rent or for possession and the service of any notice of Lessors' election to terminate this Lease or to re-enter the premises, including any and every form of demand and notice prescribed by any statute or other law, and agree that the simple breach of any provision of this Lease by Lessee shall, of itself, without the service of any notice or demand whatsoever constitute a forcible detainer by Lessees of the premises within the meaning of the statutes of the State of Illinois.

13.04 If Lessee abandons the premises for the period hereinabove mentioned or otherwise entitle Lessors so to elect, and Lessors elect to terminate Lessee's right to possession only, without terminating the Lease, Lessors may at Lessors' option enter the premises, remove Lessees' property and other evidence of tenancy, and take and hold possession thereof as in Section 13.03 provided, without such entry and possession terminating the Lease

ARTICLE XIII

Remedies of Lessors

13.01 All rights and remedies of Lessors herein enumerated shall be cumulative, and none shall exclude any other right allowed by law.

13.02 If Lessee defaults in the payment of the rent or any part thereof when due to Lessors, as herein provided, and such default shall continue for ten (10) days, or if Lessee defaults in the prompt and full performance of any of the other covenants, conditions or undertakings herein contained to be kept, observed and performed by Lessee and such default shall continue for thirty (30) days, Lessors may, if Lessors so elect, but not otherwise, forthwith terminate this Lease and Lessee's right of possession of the premises, one or both; provided, however, that if the curing of any such default requires the making of changes or repairs in any building or improvements constituting a part of the demised premises, the time within which Lessee is required to cure such default as in this Article XIII provided shall be reasonably extended to the extent of any delay in making such changes or repairs occasioned by lack of materials, governmental restrictions, strikes or other causes beyond the control of Lessee, but the time within which to cure any other default shall not be extended on such account. If the leasehold interest of Lessee be levied upon under execution or be attached by process of law, or if the Lessee makes an assignment for the benefit of creditors, or if there is an adjudication of bankruptcy of any Lessee, or the appointment of a trustee in bankruptcy for the Lessee, or if Lessee shall abandon or vacate the premises and the same shall remain vacant or unoccupied for thirty (30) consecutive days, then and in any such event Lessors may, if Lessors so elect but

or releasing Lessee, in whole or in part, from Lessee's obligation to pay the rent and all other monies becoming due hereunder for the full term. Upon and after entry into possession without termination of this Lease, Lessors may, but need not, relet the premises or any part thereof for the account of Lessee to any person, firm or corporation other than Lessee for such rent, for such time and upon such terms as Lessors in Lessors' sole discretion shall determine. Lessors shall not be required to accept any tenant offered by Lessee or to observe any instructions given by Lessee about such reletting. If the consideration collected by Lessors upon any such reletting for Lessee's account is not sufficient to pay monthly the full amount of the rent and other charges reserved in this Lease, Lessee shall pay to Lessors the amount of each monthly deficiency upon demand; and if the consideration so collected from any such reletting is more than sufficient to pay the full amount of the rent and other charges reserved herein, Lessors, at the end of the stated term of the Lease, shall account for the surplus to Lessees.

13.05 In the event that Lessors shall become entitled, pursuant to the provisions of Section 13.02, to terminate this Lease or Lessee's right to possession, or both, whether or not Lessors shall so elect, Lessee hereby constitutes and irrevocably appoints any attorney of any court to be the true and lawful attorney of Lessee, and, in the name, place and stead of Lessee, to appear for Lessee in any court of record at any time in any suit or suits brought against Lessees for the enforcement of any right hereunder by Lessors, to waive the issuance and service of process and trial by jury, and, from time to time, to confess judgment or judgments in favor of Lessors and against Lessee for any money due hereunder by Lessee to Lessors and for costs of suit and for a reasonable attorney's fee in favor of Lessors to be fixed by the court, and to release all errors that may occur or intervene in such proceedings, including the issuance of

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execution upon any such judgment, and to stipulate that no appeal shall be prosecuted from such judgment or judgments, and that no proceedings in chancery or otherwise shall be filed or prosecuted to interfere in any way with the operation of such judgment or judgments or of any execution issued thereon or with any supplemental proceedings taken by Lessors to collect the amount of any such judgment or judgments, and to consent that execution on any judgment or decree in favor of Lessors and against Lessee may issue forthwith.

13.06 Lessee has paid to Lessors upon the execution and delivery of this Lease the sum of Fifteen Thousand Dollars (\$15,000.00) as a security deposit. Said sum shall be held by Lessors as security for the payment of rent accruing under the Lease and for the surrender of the demised premises in the manner provided in Article VII. If at the end of the demised term, all rent has been paid, Lessee is not in default under this Lease and Lessee has returned the premises in the manner provided in Article VII, Lessors shall then repay to Lessee the said sum of Fifteen Thousand Dollars (\$15,000.00), without interest. It is expressly understood and agreed that said sum of Fifteen Thousand Dollars (\$15,000.00) is not an advance payment of the rental herein reserved.

13.07 Any installments of basic rent overdue for a period of more than ten (10) days shall bear interest from the date due at the rate of nine percent (9%) per annum until paid.

13.08 Lessors shall have the right to any reasonable time to inspect the leased premises. Lessors may make any repairs that are essential for the protection and maintenance of the demised premises or any part thereof if Lessee fails to commence such repairs within ten (10) days after notice from Lessors, unless emergency conditions require immediate

13.11 If Lessee retains possession of the demised premises or any part thereof after the termination of the demised term by lapse of time or otherwise, then Lessors may at their option within thirty (30) days after termination of the said term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this Lease for one year, and from year to year thereafter, at double the annual rental for the last Lease Year, or (b) creation of a

and remedies with respect to such or any subsequent breach.

their agent) to seek a remedy for any breach of Lessee be a waiver by Lessors of their rights or of any other obligation, agreement or covenant, nor shall any forbearance by Lessors (or by of its obligations, agreements or covenants hereunder shall be a waiver of any subsequent breach

13.10 No waiver by Lessors (or by their agent) of any breach by Lessee of any until paid by Lessees.

with interest at the rate of nine (9%) percent per annum from the date of payment by Lessors with prosecution or defense or any proceeding instituted by reason of default of Lessee, together covenant or provision of this Lease, including reasonable attorneys' fees incurred in connection any amounts that Lessors shall have paid by reason of failure of Lessee to comply with any upon demand any amount paid by Lessors in the performance of such covenants or repairs and days' notice to Lessee of their intention to do so. Lessee shall pay Lessors as additional rent perform the same for the account and at the expense of Lessee, after first giving at least ten (10) be performed by it under this Lease, including repairs referred to in Section 12.08, Lessors may

13.09 If Lessee shall default in the performance of any covenant required to such work.

commencement, and Lessee shall pay Lessors promptly as additional rent any expenditures for

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15.01 Lessee shall not assign or re-assign this Lease or sublease the whole or any part of the demised premises except with the written consent of Lessors (or their agent) first had and obtained, which consent shall not be unreasonably refused. In the event of any such assignment or sublease, Lessee shall nevertheless remain primarily liable to Lessors for the

## Assignment and Subletting

### ARTICLE XV

14.01 Subject to the provisions of Section 17.02, so long as Lessee shall faithfully perform its obligations hereunder to be performed, the Lessors covenant that Lessee's quiet and peaceful enjoyment of the demised premises shall not be disturbed or interfered with by Lessors or by any persons claiming by, through or under Lessors.

## Peaceful Possession

### ARTICLE XIV

month-to-month tenancy upon the terms of this Lease except at a monthly rental of one-twelfth (1/12th) of said double annual rental, or (c) creation of a tenancy at sufferance, at a rental per day for the time Lessee remains in possession of one three hundred sixty-fifth (1/365th) of said double annual rental. 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 Lessors all damages sustained by Lessors resulting from retention of possession by Lessee. The provisions of this Section shall not constitute a waiver by Lessors of any right of re-entry as herein set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.



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17.01 Until such time as Lessors shall advise Lessee in writing to the contrary, ARMAND S. DONIAN is and shall continue to be the duly authorized agent of the parties of the first part under this Lease and is duly empowered to act for the parties of the first part in

## Miscellaneous

## ARTICLE XVII

16.01 All work necessary to comply with all regulations and laws applicable to underground petroleum storage tanks shall be performed by Lessor. It is hereby agreed that Lessee shall contribute Forty Thousand Dollars (\$40,000.00) toward the cost of all above ground work, pump installation, installation of vapor recovery system, new hose and nozzles and such other work as is necessary. Lessor shall pay all amounts in excess of Forty Thousand Dollars (\$40,000.00).  
16.02 Lessee's Forty Thousand Dollars (\$40,000.00) contribution shall be paid to Lessor at the time this Lease is executed.

## Site Improvements

## ARTICLE XVI

Lease.  
payment of all rent and for the full performance of all the covenants and conditions of this

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17.03 In every case where, under any of the provisions of this Lease, or in the opinion of either the Lessors or Lessee, or otherwise, it shall or may become necessary or

paid by Lessee shall be credited by Lessors as rent paid by Lessee.

mortgage or trust deed, the Lessee may, but need not, cure any such default and any monies so payment of any note secured by, or in the performance of any covenant contained in, any such premises so long as Lessee shall not be in default. In the event Lessors should default in the the right to freely, peaceably and quietly enjoy the full possession and use of the demised provided that such mortgage or trust deed shall assure to Lessee, their successors and assigns, mortgage, this Lease shall be subject and subordinate to any such mortgage or trust deed or hereafter situated thereon, or shall convey the same by deed of trust in the nature of a after the execution hereof, shall mortgage said premises and any building or improvements now Lessee is not then in default. It is further expressly agreed that if Lessors, at any time or times encumbrance to be bound by this Lease and all of Lessee's rights hereunder, provided that title or the right of possession under and by virtue of such mortgage, trust deed or other to Lessee an agreement executed by such mortgagee or trustee obligating any party acquiring that is prior to or superior to this Lease, Lessors shall use their best efforts to obtain and furnish premises, the demised premises are subject to any mortgage, trust deed or other encumbrance,

17.02 If at or prior to the time of delivery of possession of the demised

parties of the first part.

S. DONIAN, so far as Lessee is concerned, shall constitute the action or omission to act of the all matters arising under or out of this Lease, and the act or omission to act of said ARMAND

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110260.1

desirable to make, give or serve any declaration, demand or notice of any kind or character, or for any purpose whatsoever, it shall be sufficient:

either (a) to deliver, or cause to be delivered, a copy of any such declaration, demand or notice to the Lessors (or Lessors' designated agent), or to the Lessee (or to some employee of the Lessee above the age of 21 years), as the case may be;

or (b) to send, or cause to be sent, a copy of any such declaration, demand or notice by certified mail (postage prepaid), return receipt requested, mailed within the territorial limits of the United States and properly addressed to:

Lessee at 4251 West Oakton Street, Skokie, Illinois 60076;

Lessors, where rent was last payable, or to the Lessors' agent, ARMAND S. DONIAN, 500 West Central Road, Mt. Prospect, Illinois 60056;

or at such other address as either party may have theretofore furnished to the other party in writing for the declared and express purpose of receiving notices. Any declaration, demand or notice sent by certified mail in accordance with this Lease shall be effective upon mailing.

All notices to, or demands upon the Lessors or Lessee are hereby required to be in writing; and in any case the declaration, demand or notice, or copy thereof may be signed and made, given or served, in person or by an agent, attorney or servant.

In each and every case such service, in any of the modes above provided, of any declaration, demand or notice shall be sufficient and held effectual for all purposes, and no other or further declaration, demand or notice, or method or manner of giving, serving or delivering the same, shall be required.

circumstances.

affect the application of any clause, phrase, provision or portion hereof to other persons or remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it applicable law, such event shall not affect, impair or render invalid or unenforceable the application thereof to any person or circumstance shall be invalid, or unenforceable under

17.06 If any clause, phrase, provision or portion of this Lease or the

successors and assigns of the respective parties hereto.

contained shall extend and inure to and be binding upon the heirs, executors, administrators,

17.05 All covenants, agreements, conditions and undertakings in this Lease

then grantor under any provisions of this Lease, shall be paid to Lessee.

be turned over to the grantee, and any amount then due and payable to Lessee by Lessors or the

Lessors or the then grantor at the time of such transfer, in which Lessee have an interest, shall

contained in this Lease thereafter to be performed; provided that any funds in the hands of such

liability as respects the performance of any covenants or obligations on the part of Lessors

automatically freed and relieved, from and after the date of such transfer or conveyance, of all

herein named (and in case of any subsequent transfer or conveyances, the then grantor) shall be

demised premises, and in the event of any transfer or transfers of the title to such fee, Lessors

owner or owners at the time in question of the fee or the beneficial interest in the fee of the

obligations on the part of Lessors are concerned, shall be limited to mean and include only the

17.04 The term "Lessors" as used in this Lease, so far as covenants or

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IN WITNESS WHEREOF, Lessee and Lessor have caused their duly authorized offices to execute and deliver this Memorandum of Lease under seal as of the day and year first above written.

## LESSOR:

Signed, sealed and delivered  
this 12 day of MAY, 1998  
in the presence of:

  
Witness

ARMAND S. DONIAN and  
VERNA D. BEZAZIAN, as Trustees under  
Trust Agreement dated July 29, 1976  
and ARMAND S. DONIAN and  
VERNA D. BEZAZIAN, as Trustees under  
Trust Agreement dated July 30, 1976

By: Verna D. Bezazian  
Armand S. Donian

Print Name: ARMAND S. DONIAN

## LESSEE:

Signed, sealed and delivered  
this 12 day of MAY, 1998  
in the presence of:

  
Witness

By:   
SAMAR IBRAHAM

Property of Cook County Clerk's Office

Trustees under Trust Agreement  
dated July 30, 1976

Verna D. Bezzian  
Verna D. Bezzian

Armand S. Donian

Armand S. Donian

Trustees under Trust Agreement  
dated July 29, 1976

Verna D. Bezzian  
Verna D. Bezzian

Armand S. Donian

Armand S. Donian

SAMAR IBRAHAM

Samar Ibrahim

LESSORS:

LESSEE:

above.

WITNESS the hands and seals of the parties hereto, as of the date of Lease stated

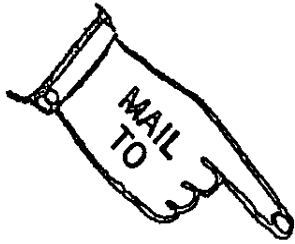
EXHIBIT A

ATTACHED TO AND MADE A PART OF MEMORANDUM OF LEASE BY AND BETWEEN ARMAND S. DONIAN AND VERNA D. BEZAZIAN, TRUSTEES, PARTIES OF THE FIRST PART, LESSORS, AND SAMAR IBRAHAM, PARTY OF THE SECOND PART, LESSEE,

The legal description of the real estate commonly known as 3154 West Devon Avenue, in the City of Chicago, County of Cook and State of Illinois, is:

Lots Fifty-Seven (57), Fifty-Eight (58) and Fifty-Nine (59) in Reinberg's North Channel Subdivision in the Southwest Quarter (SW 1/4) of Fractional Southwest Quarter (SW 1/4) of Section 36, Township Forty-One (41) North, Range Thirteen (13), East of the Third Principal Meridian, lying South of Indian Boundary Line,

PIN# 16-36-320-005-0000



(PREP BY)

SAMIR O. IBRAHAM  
4247 W. OAKTON  
SKOKIE IL 60076