

# UNOFFICIAL COPY

## LEASE

Date of Lease	Term of Lease		Monthly Base Rent
June 29, 2010	<u>BEGINNING</u> June 1, 2010	<u>ENDING</u> May 31, 2015	Five Thousand Three Hundred Two Dollars and Fifty Cents (\$5,302.50) per month
Location of Premises: The store commonly known as 7785 West Talcott Avenue and 7789 West Talcott Avenue, Chicago, Illinois cross-hatched in black on the drawing attached hereto as Exhibit A.			
Purpose: Offices			

### LESSEE

BLUELEAF LENDING, LLC,  
an Illinois limited liability company  
and  
MIDWEST COMMUNITY BANK,  
an Illinois banking corporation

### LESSOR

AUTOMOTIVE INVESTMENT CO., an Illinois corporation,  
as the beneficiary under a Trust Agreement with Chicago  
Title Land Trust Company as Successor Trustee Under  
Trust Number 32865

In consideration of the covenants set forth in this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, solely for the above purpose the premises designated above (the "Premises") for the above term.

#### RENT

1. Lessee shall pay to Lessor as monthly base rent for the Premises the sum stated above, monthly in advance, during the term of this Lease, at such address as Lessor may designate in writing.

#### CONDITION AND UPKEEP OF PREMISES

2. Lessee acknowledges that Lessee has examined and knows the condition of the Premises and has received the same in good order and repair. Lessee acknowledges that no representations as to the condition or repair of the Premises or the Complex (as defined in Paragraph 27 of this Lease) have been made by Lessor, or its agent, prior to or at the signing of this Lease. During the term of this Lease, Lessee, at Lessee's cost and expense, shall (a) keep the Premises including without limitation all appliances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, (b) replace all damaged plumbing fixtures with others of equal quality, and (c) keep the Premises, including without limitation adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers. Upon the earlier of the termination of this Lease or the end of the term of this Lease, Lessee shall deliver to Lessor (i) the Premises in good condition and repair and (ii) the keys to each door at the Premises.

#### LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT

3. Lessee shall not allow the Premises to be used for any purpose that (a) may increase the rate of insurance on the Building (as defined in Paragraph 27 of this Lease) or the Complex, (b) is not specified above in this Lease, (c) is unlawful, (d) may injure the reputation of the Building and/or the Complex, (e) may increase the fire hazard of the Building and/or the Complex, or (f) disturbs any of the tenants at the Complex or any resident in the neighborhood in which the Complex is located. Lessee shall not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances. Without the prior written consent of Lessor in each case, Lessee shall not (i) allow the Premises to be occupied in whole, or in part, by any other person or entity, (ii) sublet all or any part of the Premises, (iii) assign this Lease or any interest in this Lease, or (iv) permit any transfer by operation of law of the interest in the Premises acquired through this Lease. Lessee shall not permit the Premises to remain vacant or unoccupied for more than thirty consecutive days. Lessee shall not permit any alteration of or addition to any part of the Premises without the prior written consent of Lessor. All alterations and additions to the Premises shall be and remain the property of Lessor and shall not be removed from the Premises by Lessee; provided, however, upon receipt of written request from Lessor, Lessee shall promptly remove all alterations and additions specified by Lessor in such notice and repair all damage caused by or related to such removal.

#### MECHANIC'S LIEN

4. Lessee shall not permit any mechanic's lien or liens to be placed upon the Premises or the Complex during the term of this Lease, and if any such lien is filed, Lessee shall promptly obtain the release of such lien. If such lien is not released within thirty (30) days after the date Lessor notifies Lessee in writing of such lien, Lessor shall have the right and privilege at Lessor's option of obtaining the release of such lien or any portion thereof without inquiry as to the validity of such lien. Lessee shall pay to Lessor on demand any amounts incurred by Lessor in connection with such release, including without limitation expenses and interest.



1029104185

Handwritten signatures and initials, including "MAY 19 2010" and "INTY/W".

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**"LANDLORD PARTIES"**

5. "Landlord Parties" shall mean Lessor, the land trust with respect to which Lessor is the beneficiary, each of Lessor's employees, each owner (whether direct and/or indirect) of Lessor, and each manager of Lessor.

**NON-LIABILITY OF LESSOR**

6. Except for liability caused by the negligence of any of the Landlord Parties, none of the Landlord Parties shall be liable for, and Lessee releases each of the Landlord Parties from, any damage to person or property arising out of or related to (a) the failure to keep the Premises in repair, (b) plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about the Premises, (c) water, snow or ice on or coming through the roof, skylights, trap door or otherwise, or (d) the acts or omissions of any of the Landlord Parties or any owners or occupants of adjacent or contiguous property or any other person or entity.

**WATER, GAS AND ELECTRIC CHARGES**

7. Lessee shall pay, in addition to the base rent specified above, all gas, electric and other utility bills promptly when due with respect to the Premises during the term of this Lease. Moreover, Lessee shall pay all permit, inspection and/or any other fees or charges imposed by any governmental authority on or with respect to the Premises during the term of this Lease. In addition, Lessee shall pay to Lessor monthly the amount that Lessor specifies monthly during the term of this Lease for water and sewer used in or for the Premises. Lessee shall also pay to Lessor Twenty Percent (20%) of the expenses incurred in connection with the snowplowing and snow removal in the parking areas and sidewalks for the Complex.

**KEEP PREMISES IN REPAIR**

8. Lessor shall not be obligated to incur any expense for repairing any part of the Premises. Lessee, at Lessee's cost and expense, shall (a) keep the Premises in good and safe repair and operating condition and in good, tenantable and wholesome condition, and (b) comply with all regulations, laws and ordinances applicable to the Premises and all lawful requirements of all competent authorities. If Lessee does not make repairs as required under this Lease promptly and adequately, Lessor may (but shall not be obligated to) make such repairs and pay the costs thereof, and an amount equal to such costs shall be additional rent immediately due from and payable by Lessee to Lessor.

**ACCESS TO PREMISES**

9. Lessee shall allow Lessor, provided twenty four hour notice has been given, free access to the Premises for the purpose of examining or exhibiting the Premises and for the purpose of making any repairs or alterations to the Premises desired by Lessor. Lessor shall have the right to place signs and/or notices of "For Sale" and "To Rent" upon the Premises at all times, and Lessee shall not interfere with such signs and/or notices, provided, however, that Lessor shall use reasonable efforts not to interfere with Lessee's operations in or use of the Premises.

**ABANDONMENT AND RELETING**

10. If (a) Lessee shall abandon the Premises, (b) Lessee's right to occupy the Premises is terminated by Lessor by reason of Lessee's breach of any of the provisions of this Lease, or (c) the term of this Lease is ended at Lessor's election pursuant to Paragraph 13 of this Lease, then the Premises may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit. For each month during the term of this Lease in which the monthly amount received by Lessor for such month from such re-letting, after deducting the expenses of such re-letting (including without limitation any reasonable and customary leasing commission paid by Lessor to unaffiliated third parties and/or the reasonable costs of any tenant improvements made by Lessor for the purpose of procuring such re-letting), is less than the monthly amount due and owing under this Lease from Lessee to Lessor, then Lessee shall immediately pay such monthly deficiency to Lessor.

**HOLDING OVER**

11. Lessee shall, at the termination or end of the term of this Lease by lapse of time or otherwise, deliver immediate possession of the Premises to Lessor in the condition required by this Lease. If Lessee fails to so deliver possession of the Premises to Lessor, then, at Lessor's option, Lessee shall (a) pay on demand from Lessor as daily base rent for the whole time such possession is withheld the sum of Three Hundred Forty Two Dollars (\$342) per day, (b) be bound by a one year extension of the Lease with a monthly base rent equal to the product of One Hundred Fifty Percent (150%) multiplied by the rent payable by Lessee to Lessor for the month preceding the holding over, or (c) become a tenant at sufferance. The provisions of this paragraph shall not be construed as a waiver by Lessor of any right of re-entry as set forth in this Lease. The receipt of such rent or any part thereof, or any other act in apparent affirmance of tenancy, shall not operate as a waiver of Lessor's right to prematurely end the term of this Lease for a breach of any of the provisions of this Lease.

**UNOFFICIAL COPY****EXTRA FIRE  
HAZARD**

12. Lessee shall not store, use, or permit the presence of any flammable or explosive materials in the Premises or cause any such materials to be present in, on, or under the Complex, the land related to the Complex, the parking and common areas related to the Complex, or property adjacent to the Complex, such land or such parking and common areas. Notwithstanding the foregoing but subject to Paragraph 5 of this Lease, Lessee shall be permitted to use such materials in connection with the operation of its business if (a) Lessor approves in writing the presence of such materials in the Premises in writing, and (b) Lessee uses such materials in an amount and for a use permitted by applicable law and in accordance with the rules of the applicable Board of Underwriters, all statutes and ordinances, all insurance company recommendations and all of Lessor's rules.

**DEFAULT BY  
LESSEE**

13. If Lessee defaults in the payment of the rent under this Lease or under any of the provisions of this Lease to be performed by Lessee and Lessee does not cure the default within thirty (30) days of written notice thereof delivered from Lessor, Lessor may at any time thereafter at Lessor's election declare the term of this Lease ended and reenter the Premises or any part thereof, with or (to the extent permitted by law) without notice or process of law, and remove Lessee or any other persons or entities occupying the Premises, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due from Lessee to Lessor. Lessee grants a security interest in its now owned and hereafter acquired personal property to Lessor, and Lessee agrees that Lessor shall have a valid and first lien upon all such personal property as security for payment of the rent due from Lessee to Lessor. The word "rent" when used in this Lease shall include all rent and other payments of every kind and nature payable by Lessee to Lessor.

**NO RENT  
DEDUCTION OR  
SET OFF**

14. Lessee's covenants to pay rent and other amounts to Lessor are and shall be independent of each and every other covenant of this Lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from such rent or such other amounts or set off against any claim for rent or other amounts in any action.

**RENT AFTER  
NOTICE OR SUIT**

15. After the service of notice, the commencement of a suit, or the final judgement for possession of the Premises, Lessor may receive and collect rent and other amounts due under this Lease, and the payment of such rent and other amounts shall not waive or affect such notice, suit, or judgement.

**PAYMENT OF  
COSTS**

16. Lessee shall pay to Lessor on demand all reasonable costs, attorney's fees and expenses incurred by Lessor in connection with enforcing the provisions of this Lease.

**RIGHTS  
CUMULATIVE**

17. The rights and remedies of Lessor under this Lease, at law and in equity are cumulative. The exercise or use of any one or more of such remedies shall not bar Lessor from the exercise or use of any other right or remedy provided in this Lease or otherwise provided by law or in equity, nor shall the exercise or use of any right or remedy by Lessor waive any other right or remedy.

**FIRE AND  
CASUALTY**

18. If all or any portion of the Premises is rendered untenable during the term of this Lease by fire or other casualty or event, Lessor, at Lessor's option, may either (a) prematurely end the term of this Lease, or (b) repair the damage to the Premises caused by such fire or other casualty or event within thirty (30) days after the date of such fire or other casualty or event. If Lessor elects to so repair such damage to the Premises, this Lease shall remain in effect provided such repairs are completed within such thirty (30) day period. If Lessor shall not have repaired such damage to the Premises on or prior to the expiration of such thirty (30) day period, then at the end of such period the term of this Lease shall end and Lessee shall have no recourse against Lessor for such failure to repair such damage. If at any time during the term of this Lease more than Forty Percent (40%) of the floor space in the Building and/or the Complex is untenable as a result of any fire or other casualty or event, then Lessor shall have the right at Lessor's option to prematurely end the term of this Lease on a date selected by Lessor. If the term of this Lease ends by reason of fire or other casualty or event causing the Premises to be untenable, the rent and all other amounts due under this Lease shall be paid through the day of such fire or other casualty or event.

**BINDING**

19. This Lease shall be binding on and inure to the benefit of Lessor and Lessee.

**BROKER**

20. Lessee warrants that no broker interested or introduced Lessee in or to the Premises or Lessor, assisted Lessee in the negotiation of this Lease, or caused Lessee to enter into this Lease.



**UNOFFICIAL COPY****ADDRESSES**

21. The rental and all other amounts specified in this Lease shall be made payable to Automotive Investment Co. Such rental and all notices which Lessee desires to deliver to Lessor shall be delivered to Automotive Investment Co. at 2701 West Peterson Avenue, Chicago, Illinois 60659-3919 or to such other address as stated in written notice delivered to Lessee by Lessor. All notices which Lessor desires to deliver to Lessee shall be mailed to Lessee at 7789 West Talcott Avenue, Chicago, Illinois 60631-3840 or to such other address as stated in written notice delivered to Lessor by Lessee. Any notice mailed by United States Certified Mail shall be deemed delivered on the date such notice is placed in such Mail properly addressed with proper postage affixed hereto.

**LIABILITY INSURANCE**

22. Lessee, at Lessee's cost and expense, shall at all times maintain public liability, property damage and plate glass insurance in such amount, in such form and issued by such companies as are satisfactory to Lessor. Each policy of such insurance shall (a) name Lessor and Lessor's designees as additional named insureds, and (b) be endorsed to provide that such insurance is primary and non-contributory notwithstanding any other insurance available to such additional insureds. A certificate of such insurance shall be delivered by Lessee to Lessor upon request by Lessor.

**ENTIRE LEASE**

23. This Lease constitutes the entire understanding between Lessor and Lessee with respect to the Premises, the Complex and all related parking and common areas. The captions in the left-hand margin of this Lease are for convenience only and do not limit or modify any language in any paragraph of this Lease. Lessee, at Lessee's cost and expense, shall comply with all requirements and/or recommendations of any lawful authority and/or insurance company and/or Lessor which are applicable to Lessee's and/or Lessee's employees', customers', invitees' and other guests' use of the Premises and/or the parking and common areas for the Complex. Lessee shall not permit any dog or other animal or cooking or smoking or alcoholic substance in the Premises or any odor, noise or aroma to emanate from the Premises. Lessee, at Lessee's cost and expense, shall provide adequate pest control service to the Premises to prevent any insects or rodents from being in the Premises. If more than one person or entity has signed this Lease as Lessee, then each of the persons and entities comprising Lessee shall be jointly and severally liable for each of the obligations of Lessee under this Lease. All liability of Lessor to Lessee shall be limited to Lessor's interest in the Building and none of the Landlord Parties shall have any personal liability to Lessee under any circumstances.

**CONDEMNATION**

24. If all or any part of the Premises is sold or conveyed to any lawful authority (under threat of the exercise by any lawful authority of condemnation or the right of eminent domain) or permanently taken by any lawful authority for any public or quasi-public use or purpose, this Lease shall terminate on the date title to the Premises or such portion thereof is conveyed to such lawful authority, and all of the award and money payable by or forthcoming from any lawful authority for each sale or taking of this Lease and/or all or any part of the Premises shall be paid, allocated and distributed to Lessor and retained by Lessor as Lessor's property. Lessee assigns to Lessor any interest Lessee may have in any award or money payable by or forthcoming from such lawful authority. Notwithstanding anything to the contrary contained in this Lease, if at any time Lessor elects to demolish the Building and/or the Complex, Lessor shall have the right at Lessor's option to prematurely end the term of this Lease upon thirty days written notice to Lessee.

**LATE PAYMENT FEE**

25. Each time any amount payable by Lessee to Lessor under this Lease is not paid by Lessee to Lessor when due under this Lease, a late payment fee shall also be immediately due from Lessee to Lessor. Such late payment fee with respect to any past due amount shall be the sum of (a) One Hundred Dollars (\$100), plus (b) Ten Dollars (\$10) for each day during the period commencing on the date such past due amount is due from Lessee to Lessor and ending on the date such past due amount is paid by Lessee to Lessor. The accrual and/or payment of such late payment fee shall not in any way prohibit Lessor from exercising any other remedy of Lessor.

**REFUSE REMOVAL**

26. Lessee, at Lessee's cost and expense, shall at all times during the term of this Lease have the refuse removed from and around the Premises at least twice each week by a licensed waste removal company.

**DEFINITIONS**

27. The word "Building" as used in this Lease shall mean the building located at 7785-7789 West Talcott Avenue, Chicago, Illinois. The word "Complex" as used in this Lease shall mean collectively the buildings located at 6185-6195 North Canfield Avenue and 7775-7789 West Talcott Avenue, Chicago, Illinois.

*THW*  
*MB*



**UNOFFICIAL COPY****PATRIOT ACT**

28. Lessee acknowledges that the President of the United States has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the government of the United States has adopted and may in the future adopt other anti-terrorism measures (the "Anti-Terrorism Measures"). Lessee represents and warrants to Lessor that Lessee (a) is not and has not been determined to be a person listed in the Annex to Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as periodically amended (the "Prohibited Persons"), and (b) is not owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with such Prohibited Persons. Furthermore, Lessee covenants that neither Lessee nor any of its employees, agents or representatives nor any other person or entity associated with Lessee shall during the term of this Lease (a) become a person or entity described in the immediately preceding sentence, or (b) otherwise become a target of any Anti-Terrorism Measure. Lessee shall be in default under this Lease if any of the foregoing representations, warranties and/or covenants are, shall be or become false.

**FIRST EXTENSION OPTION**

29. Lessee shall have the option to extend the term of this Lease for the additional three year period commencing on June 1, 2015 and ending on May 31, 2018; provided, however, Lessee may only exercise such option

- (i) by delivering to Lessor prior to August 31, 2014 written notice signed by Lessee stating that Lessee has elected to exercise such option to extend the term of this Lease, and
- (ii) if Lessee, at the time Lessee properly delivers such notice to Lessor, is not in default under this Lease and this Lease is in full force and effect.

If Lessee properly exercises the foregoing option to extend the term of this Lease, the term of this Lease shall be automatically extended for the additional three year period commencing June 1, 2015 and ending May 31, 2018 and all of the provisions of this Lease shall be applicable during such period except the monthly base rent which Lessee shall pay to Lessor for each month during the additional three year period commencing on June 1, 2015 and ending on May 31, 2018 shall be Five Thousand Five Hundred Ninety Seven Dollars (\$5,597) per month.

**SECOND EXTENSION OPTION**

30. Lessee shall have the option to extend the term of this Lease for the additional three year period commencing on June 1, 2018 and ending on May 31, 2021; provided, however, Lessee may only exercise such option

- (i) by delivering to Lessor prior to August 31, 2017 written notice signed by Lessee stating that Lessee has elected to exercise such option to extend the term of this Lease, and
- (ii) if Lessee, at the time Lessee properly delivers such notice to Lessor, is not in default under this Lease and this Lease is in full force and effect.

If Lessee properly exercises the foregoing option to extend the term of this Lease, the term of this Lease shall be automatically extended for the additional three year period commencing June 1, 2018 and ending May 31, 2021 and all of the provisions of this Lease shall be applicable during such period except the monthly base rent which Lessee shall pay to Lessor for each month during the additional three year period commencing on June 1, 2018 and ending on May 31, 2021 shall be Five Thousand Eight Hundred Ninety Dollars (\$5,890) per month.

*MLB*  
*TMW*

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**PREMATURELY  
END TERM OF  
LEASE**

31. Notwithstanding anything to the contrary contained in this Lease, Lessee has the right to prematurely end the term of this Lease upon ninety (90) days prior written notice received by Lessor from Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have signed this Lease as of this 29th day of June 2010.

**LESSOR**

**AUTOMOTIVE INVESTMENT CO., an Illinois corporation, as the beneficiary under a Trust Agreement with Chicago Title Land Trust Company as Successor Trustee Under Trust Number 32865**

By:   
Matthew C. Friedman

2701 West Peterson Avenue  
Chicago, Illinois 60659-3919

Telephone: 773.271.1789  
Fax: 773.271.2172

**LESSEE:**

**BLUELEAF LENDING, LLC, an Illinois limited liability company**

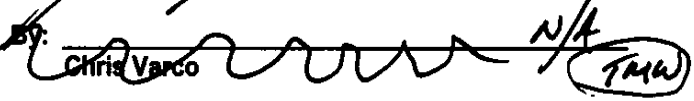
By:   
Todd M. Wright, President *Witness: CEO*

By:   
Chris Varco, Senior Vice President *N/A (TMW)*

1101 W. Lake Street, Floor 1, Chicago, IL 60607  
Telephone: 312.546.6237

**MIDWEST COMMUNITY BANK, an Illinois banking corporation**

By:   
Todd M. Wright, CEO *Co-CEO*

By:   
Chris Varco *N/A (TMW)*

3963 N. Perryville Road, Rockford, IL 61114  
Telephone: 815.637.7846 Fax: 815.986.5530

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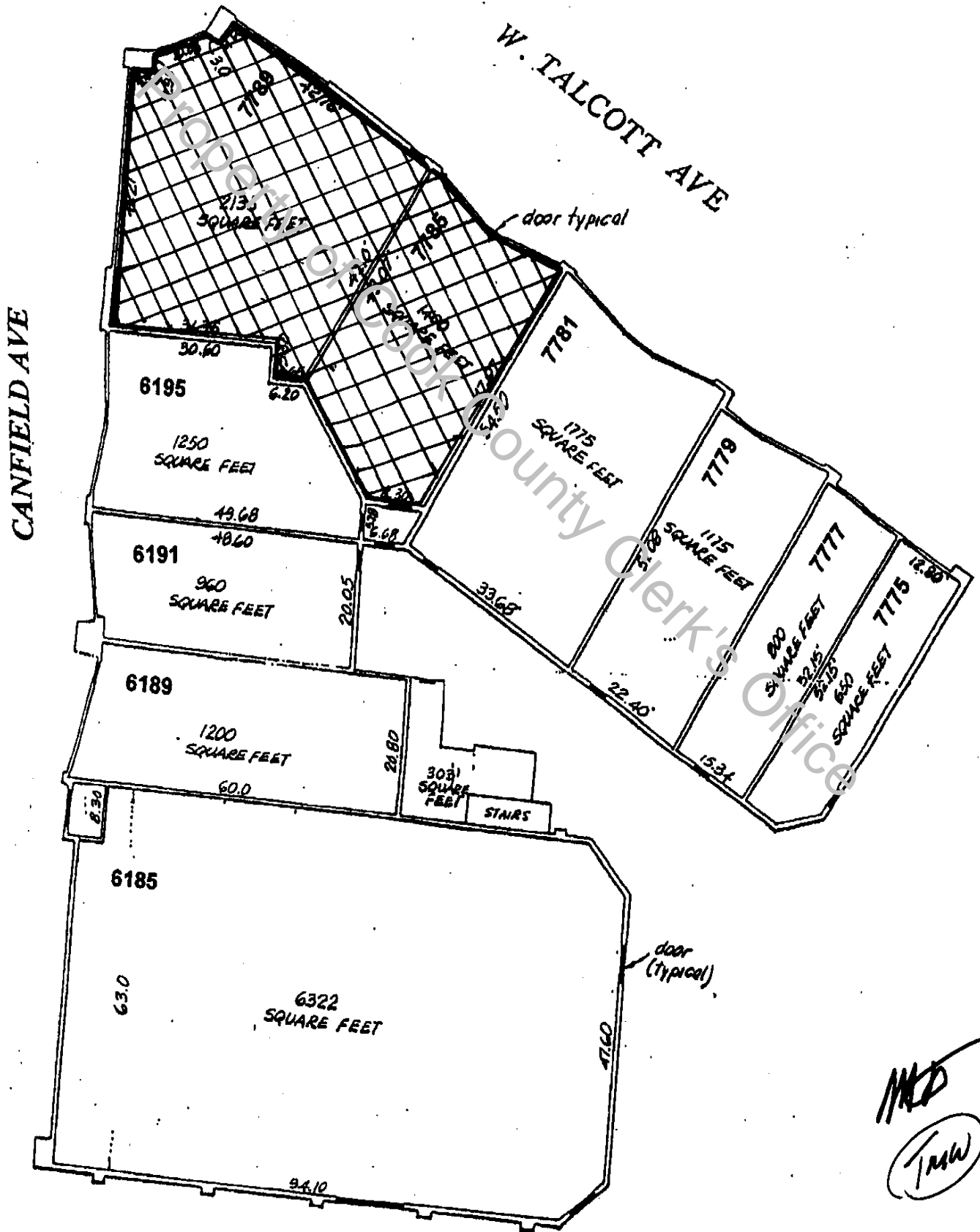
North



## EXHIBIT A

6185-95 North Canfield & 7775-89 West Talcott  
Chicago, Illinois

GROUND LEVEL



*MED*  
*TAW*





# UNOFFICIAL COPY

## Legal Description

That part of the Northwest Quarter of Section 1, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the Easterly Line of Canfield Road and the Southerly line of Talcott Road, thence Southeasterly along said Southerly line 205.59 feet to the Northwest corner of Lot 7 in Canfield Talcott Ridge Addition to Chicago, being a Subdivision of part of the Northwest Quarter (1/4) of Section One (1) Township 40 North, Range 12 East of the Third Principal Meridian, thence Southwesterly at right angles to the Southerly line of Talcott Road, 125 feet; thence Southwesterly in a straight line 17.97 feet; thence West along a line drawn at right angles to the Easterly line of Canfield Road 117.13 feet to the Easterly line of said Road; thence North along said Easterly line to the place of beginning. Situated in Cook County in the State of Illinois.

PARCEL # 12-01-119-001-0000

Property of Cook County Clerk's Office