

UNOFFICIAL COPY

Illinois Commercial Lease Agreement with Option to Purchase

This Commercial Lease Agreement with Option to Purchase ("Lease") is made and effective May 7, 2010, by and between James Lopez ("Landlord") and Enrique Nolasco, on behalf of X Towing Inc. ("Tenants").

Landlord is the owner of land and improvements consisting of PIN# 16-25-225-021-000, commonly known and numbered as 2513 S. Artesian, Chicago, Illinois 60608. Please refer to Plat of Survey.

Landlord makes available for lease, with option to purchase, the Building Unit in its entirety (the "Leased Premises"), all included in the rent and/or purchase price.

Landlord desires to lease with option to purchase the Leased Premises to Tenants, and Tenants desire to lease with option to purchase the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

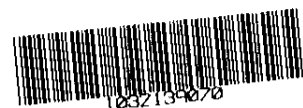
A. Landlord hereby leases the Leased Premises to Tenants, and Tenants hereby leases the same from Landlord, for an "Initial Term" beginning May 7, 2010 and ending June 6, 2012 at 11:59 p.m. Landlord shall use its best efforts to give Tenants possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenants shall make no other claim against Landlord for any such delay.

B. Tenants may renew the Lease for two extended terms of one year. Tenants shall exercise such renewal option, if at all; by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenants shall pay to Landlord during the Initial Term rental of \$21,708.00 per year, with \$20,000 (nonrefundable) being paid upon execution of this Lease, and the remainder being paid in installments of \$1,809.00 per month during the term of the lease, beginning May 7, 2010. Each installment payment thereafter shall be due in advance on the seventh day of each calendar month during the lease term to Landlord, James Lopez at 2513 S. Artesian, Chicago, Illinois 60608, or at such other place designated by written notice from Landlord or Tenants. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be increased by an amount equal to the increase in the yearly real estate tax, such increase to be applied the year following the assessment and payment of the real estate tax, equally over the course of twelve months.



Doc#: 1032139070 Fee: \$82.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/17/2010 01:51 PM Pg: 1 of 8

UNOFFICIAL COPY

3. Use

Notwithstanding the forgoing, Tenants shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenants shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenants may merge or consolidate, to any subsidiary of Tenants, to any corporation under common control with Tenants, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenants shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenants shall make, at Tenants' expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenants, at Tenants' expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenants may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenants shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenants at the commencement of the Lease term or placed or installed on the Leased Premises by Tenants thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenants shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenants at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenants shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenants or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenants shall be responsible for the costs of repair not covered by insurance.

UNOFFICIAL COPY

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Tenants shall deem appropriate. Tenants shall be responsible for the cost of such fire and extended coverage insurance. Tenants shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenants and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenants' policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance, evidencing Tenant's compliance with this Paragraph. Tenants shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Landlord shall pay all charges for water. Tenants shall pay all charges for telephone and other services and utilities used by Tenants on the Leased Premises during the term of this Lease, including gas, heating and electricity, unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenants for Tenant's pro rata share of the charges. Tenants shall pay such amounts within fifteen (15) days of invoice. Tenants acknowledge that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenants shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs.

Following Landlord's consent, Tenants shall have the right to place on the Leased Premises, at on the northwest side of the Building, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other Tenants. Landlord shall assist and cooperate with Tenants in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenants to place or construct the foregoing signs. Tenants shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenants.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

UNOFFICIAL COPY

12. Building Rules.

Tenants will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenants in writing.

13. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenants' purposes, then Tenants shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenants shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenants. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

14. Default.

If default shall at any time be made by Tenants in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenants by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenants, and such default shall continue for thirty (30) days after notice thereof in writing to Tenants by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenants written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenants default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

15. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenants of its obligations hereunder, Landlord will keep and maintain Tenants in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

16. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenants shall account for rental as of that date. Such termination shall be

UNOFFICIAL COPY

without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. Subordination.

Tenants accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenants agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenants agrees upon demand to execute such further instruments subordinating this Lease or attuning to the holder of any such liens as Landlord may request. In the event that Tenants should fail to execute any instrument of subordination herein required to be executed by Tenants promptly as requested, Tenants hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenants' name, place and stead, it being agreed that such power is one coupled with an interest. Tenants agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease, is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenants alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

18. OPTION TO PURCHASE.

At the termination of this lease, Tenants shall have the option to purchase the property constituting the premise from Landlord for consideration of TWO HUNDRED SEVENTY THOUSAND SEVEN HUNDRED TEN DOLLARS (\$207,710.00) or the balance of the payoff amount of any mortgage outstanding on the Leased Premises in the event that Tenants exercise the option prior to the termination of the lease, without penalty. The option to purchase shall be exercised by delivery of a Contract for Purchase of Real Estate, bearing the purchase price of \$207,710.00, to be prepared by Tenants or Tenant's legal representative, from Tenants to Landlord by U.S. postal service or hand-delivery at Landlord's address as set forth in the preamble to this Agreement no later than 11:59 p.m. on the termination date of this lease.

19. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

James Lopez

2513 S. Artesian, Chicago, Illinois 60608

If to Tenants:

X Towing

Attn: Enrique Nolasco

2349 S. Troy

Chicago, Illinois 60623

UNOFFICIAL COPY

Landlord and Tenants shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

20. Brokers.

N/A

21. Waiver.

No waiver of any default of Landlord or Tenants hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenants shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

22. Memorandum of Lease

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenants shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

23. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

24. Successors.

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

25. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

26. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenants to Landlord specifying the default, Tenants may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenants shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenants' receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenants on demand.

27. Compliance with Law.

UNOFFICIAL COPY

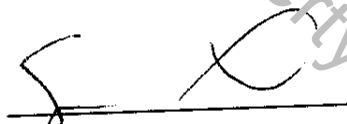
Tenants shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenants' use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

28. Final Agreement.

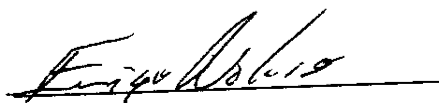
This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

29. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Illinois. IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.



James Lopez, Landlord



Enrique Nolasco, on behalf of X Towing Inc. , Tenant

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Office of the Cook County Clerk

Map Department Legal Description Records

P.I.N. Number: 16252250210000

The legal description card(s) below is prepared in a format used for official county record-keeping, and can be used by the Cook County Recorder's Office to access their tract books.

If you need assistance interpreting this description, please obtain a copy of our instruction sheet "How to Read a Legal Description Card", available from the counter clerk or at our website www.cookctyclerk.com

Please verify the Property Identification Number or P.I.N. (also known as the "Permanent Real Estate Index Number"). If this is not the item you requested, please notify the counter clerk.

1625	2250	21	7701	589	1273	00001			
AREA	SUB-AREA	BLOCK	PARCEL	CODE	WARRANT	ITEM	FIRST SUFFIX	SECOND SUFFIX	THIRD SUFFIX

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS
 PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

VOLUME
[REDACTED]
 573

AREA SUB-AREA BLOCK PARCEL TAX CODE
 16-25-225-21 7701
 S J WALKERS SEC. 25 TOWNSHIP 39 RANGE 13
 SUB NE 1/4 (39T042) 16
 1/2 VAC ALLEY N & ADJ 42

DIVISION
 Year 1947

AREA	SUB-AREA	BLOCK	PARCEL	CODE	WARRANT	ITEM	FIRST SUFFIX	SECOND SUFFIX	THIRD SUFFIX	YEAR
000	000	000	000	000	000	000	000	000	000	000
111	111	111	111	111	111	111	111	111	111	111
222	222	222	222	222	222	222	222	222	222	222
333	333	333	333	333	333	333	333	333	333	333
444	444	444	444	444	444	444	444	444	444	444
555	555	555	555	555	555	555	555	555	555	555
666	666	666	666	666	666	666	666	666	666	666
777	777	777	777	777	777	777	777	777	777	777
888	888	888	888	888	888	888	888	888	888	888
999	999	999	999	999	999	999	999	999	999	999