UNOFFICIAL COPY



Doc#: 1110229050 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/12/2011 04:18 PM Pg: 1 of 4

BRUDDER'S LAUNDRY AND R & G PROPERTIES

EXHIBIT A

Legal Description

Clert's Origin Lots 35 and 36 in Fread W. Brummel and Company's Lincoln and Bryn Maw Western Subdivision of the Northeast ¼ of the Northeast ¼ of the Northeast ¼ of Section 12, and that part Easterly of Lincoln Avenue of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the North East ¼ of Section 12 (except that part thereof lying South of a line 200 Feet North of the North line of Berwyn Avenue) all in Section 12, Township 40, Range 13, (except the streets beforeto dedicated) Recorded April 12, 1923, Document number 7879542, East of the Third Principal Meridian, in Cook County Illinois.

5536 N. Artesian, Chicago Illinois 60625 Address:

13-12-208-023-0000

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UNDATOR ROUMIASECOPY

This indenture made thislst	day of	April	, 2008,
1 D & C Droparties		neremana	angu the proport
and BRUDDER'S LAUNDRY, IN	IC., 5680 N. E	Elston Avenue,	Chicago, Illinois 60646,
(773)763-5656, hereinafter called	the LESSEE.		
(773)703-3030, Heremarter carres			
Witneseath: That Lessor for an	d in considera	tion of the cove	enant and agreement
Witnesseth: That Lessor, for and in consideration of the covenant and agreement hereinafter contained and made on the part of the Lessee, does hereby demise and lease to			
Lessee for use only by Lessee, the premises known and described as the laundry rooms or			
laundry areas in the building at 5536 N. Artesian, Chicago, IL. 60625 to be occupied for			
Lessee to install, place and operate on said premises coin metered laundry equipment for			
the exclusive use of the owner/occupants of the building in which the demised premises			
are located and for no other purpose whatsoever.			
are located and for no other purpo	se whatsoever	•	
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To have and to hold the same for	and during the		onie
04/01/2008	and expiring _	03/31/2	.018
C)			. 1 Commenced
In consideration of said demise, a	nd the covena	nts and agreem	ents hereinafter expressed,
it is covenanted and agreed as follows:	lows:		
$O_{\mathcal{K}}$			
1. Lessee shall pay to Lessor as re	m for said pre	emises	
25% of gross receipts	-		paid
semiannually by check during the	period that th	e lease shall re	main in full force and
effect.	7		
A I was assessed and warments	that I accor is	ovner or duly	authorized managing agent

- 2. Lessor represents and warrants that Lessor is 5 owner or duly authorized managing agent of the aforesaid premises and that Lessor has the right and lawful authority to enter into this lease under all terms and conditions thereinafter set forth, and that this lease will be binding upon all beneficiaries or lessees of the building as its being the intention of the parties that the interest granted to the Lessee herein shall rur, with the land and building. Title to the aforesaid laundry equipment (including the fixtures wiring, plumbing and accessories supplied or installed by the Lessee) and to all monies deposited therein by the users thereof shall at all times remain solely in Lessee, and Lessee shall have the right and privilege to remove the said equipment at the expiration or other termination of this agreement by the length of time or otherwise. Lessor shall be responsible for all real estate taxes and licensing fees where applicable.
- 3. Lessee covenants and agrees that Lessor will not install or operate nor permit any person, firm,, corporation (other than Lessee) to install or operate, in said premises any automatic washer or dryer nor allow any laundry drying lines or wires, etc. on the premises at any time during the period that this lease shall continue in full force and effect as hereinafter provided.
- 4. Lessor covenants that the premises have adequate utilities and proper venting and that at the time of installation there will be no building code violations which adversely affects the ability of Lessee to install, operate or maintain its laundry equipment. The laundry room shall have a properly pitched floor, to an adequate and properly installed floor drain and the Lessor shall indemnify and hold harmless Lessee from any water damage to building or personal property.

- d ins all and operate coin releged la mary equipment in said premises, and shall pay to Lessor at his office, as rent for said premises the sum equal to the above percentages, all gross amounts in excess of ten (10) dollars per laundry machine. Charges made to the occupants of said premises for the use of said equipment, the denominations of coins to be deposited by them for such use, the manner of such deposits and the frequency of collection of such coins, and the time of such collections shall be determined solely by the Lessee. Lessor shall furnish heat, gas, electricity, adequate exhaust venting for drying machines, adequate venting of laundry room proper, and hot and cold water to operate said equipment. Lessee to be responsible for improper or poor water or drainage supplied to or emitting from laundry room, and shall periodically inspect such plumbing to insure the condition of such piping as required, are in proper condition to operate said laundry equipment. Repairs that may be required to insure proper water supply both hot and cold and proper drainage either through replacement cleaning or rodding shall be borne by Lessor. The type of energy utilized to operate said drying machines shall be at the sole discretion of Lessee. All costs incurred by the install ation of proper gas and/or electrical connections shall be the responsibility of the Lessor. Lessor shall install or have same installed, if not present, immediately thereafter signing of the lease.
- 6. Lessor agrees that it will protect its and the Lessee's best interest by promptly reporting the need for service for the said installation and by keeping the designated laundry space clean.
- 7. This lease shall automatically exterd for an additional period of ten (10) years from the date of its expiration unless the Lessee shall give the Lessor notice in writing at least sixty (60) days prior to the end of its original term, that said lease shall not be extended for the additional term. At the expiration of the term herein or at the expiration of any additional term in accordance with the provisions hereof, this lease shall continue from time to time for additional aggregate like terms unless terminated by either Lessee or Lessor by a notice in writing by U.S. Registered or Certified Mail, one to the other, three hundred sixty-five (365) days prior to the end of the term herein or any subsequent aggregate like term thereafter. If property is sold or management is changed subsequent to the written notice provided herein, and prior to the end of the term herein, then said notice shall be null and void, and shall be considered rescinded.
- 8. Lessor agrees to permit Lessee or its authorized representatives free and unconstructed access to and egress from the installation. The occupants of the building shail have free and unobstructed access to the laundry room or laundry area for the purpose of using the laundry equipment. The Lessor shall furnish the Lessee with necessary entrance key, to allow free access to the laundry area upon signing the lease.
- 9. At the termination of this agreement Lessee shall have the right of first refusal on any new contract either for the outright sale, rental or commission basis lease of washer and dryer in above said buildings after the term of this lease.
- 10. Lessor assumes no responsibility for any loss, damage or destruction of said laundry equipment by fire, theft or any other casualty beyond Lessor's reasonable control or prevention and Lessee agrees to procure and carry public liability insurance coverage (in liability limits of not less than \$100,000.00/\$300,000.00/\$100,000.00) insuring against all claims for personal injuries and property damage arising out of the use of said equipment.

11. In the event of a breach of this lease by Letsor, which breach shall continue for ten (10) days after written notice thereof by Lessor (including but not limited to the unauthorized disconnection of Lessee's laundry equipment or the installation on the premises of laundry equipment by Lessor or any other person, firm or corporation) the parties recognize the damage to Lessee would be difficult to compute and therefore, they agree that Lessor shall pay Lessee as liquidation damages and not as a penalty a sum equal to twelve (12.00) dollars per moth for each apartment dwelling unit in the building or complex for the balance of the original lease and renewals thereof commencing in the month the breach occurred plus reasonable attorneys fees incurred by Lessee in enforcing this agreement. Lessee shall have the right to remove its laundry equipment and any other property an time after such breach and shall have no further obligation to install, maintain or operate such equipment in the subject building or any other building.

12. The covenants and agreements contained herein are the full agreement between the parties and neither party hereto shall be bound by any other statement not included herein, and same shall be binding on the successors and assigns of the respective parties.

13. Lessor represents that it is the owner, beneficiary, lessor or duly authorized managing agent of the building and that it has absolute right and authority to execute this lease.

LESSEE

LESSOR

Corporation, Partnership, Trust or Individual, or Managing Agent

Subscribed and Sworn to before me this

| st day of April / , 2008.

Notary Public

LAYLA EMANUEL MY COMMISSION EXPIRES JUNE 28, 2011