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Doc#: 1110229055 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

## LAUNDRY LEASE

BRUDDER'S LAUNDRY AND R & G PROPERTIES A Clart's Office

**EXHIBIT "A"** 

## H65898

LOTS 10 AND 11 IN BLOCK 3 IN HARVEY HILL AND COMPANY'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 5, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 6, 1915 AS DOCUMENT 5557020 (EXCEPT THE PART THEREOF TAKEN FOR WIDENINGOF ELSTON AVENUE) IN COOK COUNTY, ILLINOIS.

P.I.M. 13-05-405-001-0000 13-05-405-002-0000

ICIKIA 5941 NORTH AUSTIN AVENUE, CHICAGO, ILLINOIS 60646-4223

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## UNO FOR RODALEASICOPY

This indenture made this 1st	day of	April	, <u>2008</u> ,
This indenture made this <u>1st</u> between <u>R &amp; G Properties</u>		hereinafter	called the LESSOR
and BRUDDER'S LAUNDRY, I	NC., 5680 N. E	lston Avenue, C	hicago, Illinois 60646,
(773)763-5656, hereinafter called			
Witnesseth: That Lessor, for ar hereinafter contained and made o	n the part of the	: Lessee, does he	ereby demise and lease to
Lessee for use only by Lessee, the	e premises knov	vn and described	d as the laundry rooms of
laundry areas in the building at 59	941 N. <u>Austin, C</u>	<u> Chicago, IL. 606</u>	646 to be occupied for
Lessee to install, place and opera	te on said premi	ses coin metere	d laundry equipment for
the exclusive use of the owner/oc	cupants of the b	ouilding in which	n the demised premises
are located and for no other purpo	ose whatsoever.		
To have and to hold the same for	and during the	term commencii	ng from
04/01/2003	and expiring	03/31/20	<u>18</u>
Q <sub>A</sub>			
In consideration of said demise, a		ts and agreemen	its hereinafter expressed,
it is covenanted and agreed as fol	lows:		
1. Lessee shall pay to Lessor as r	ent for said prer	mises	
25% of gross receipts			paid
semiannually by check during the	e period that the	lease shall rem	ain in full force and
effect.	4		
2 Laccar represents and warrants	that Lessor is	wer or duly at	ithorized managing agen

- 2. Lessor represents and warrants that Lessor is 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 run 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.

- nees to install and or exception metered a mary equipment in 5. Lessee covenants: 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 installation of proper gas and/or electrical connections shall be the responsibility of the Lessor. Less or 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 extend 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 ter n, 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 ano structed access to and egress from the installation. The occupants of the building shall pay 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 keys 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 clear of this lease by Lesson, 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 paither 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

| sl day of April / , 2008

Notary Public

LAYLA EMANUEL AY COMMISSION EXPIRES JUNE 28, 2011