

UNOFFICIAL COPY

Prepared by and after Recording
Mail to:

John Mantas, Esq.
Skoubis & Mantas, LLC
1300 W. Higgins Rd.
Ste. 209
Park Ridge, IL 60068



Doc#: 1135618007 Fee: \$68.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/22/2011 10:55 AM Pg: 1 of 17

ASSIGNMENT OF GROUND LEASE

THIS ASSIGNMENT OF GROUND LEASE ("Agreement") is made and entered into this 17th day of November, 2011 by and between GX CORPORATION, an Illinois corporation ("Assignor"), IKOPEDO DIXMOOR, LLC, an Illinois limited liability company ("Assignee"), and VILLAGE OF DIXMOOR, an Illinois municipality ("Lessor").

RECITALS

WHEREAS, Assignor is Tenant under the terms of that certain Ground Lease dated September 1, 1999 between Lessor and Assignor, as Lessee therein, for the demised premises commonly known as Parking Area Lots 12, 13, 14, 15 & 16 located in Dixmoor, Illinois (the "Lease"), a copy of which is attached hereto as Exhibit A, and

WHEREAS, Assignor possesses all right, title and interest in and to the Lease and desires to assign and transfer its right therein to Assignee, and Assignee desires to accept such assignment and transfer, and desire the Lessor to consent to said assignment upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT**. Assignor hereby assigns and transfers to Assignee any and all of Assignor's right, title and interest in and to the Lease and Security Deposit, if any, thereunder.

2. **ACCEPTANCE AND INDEMNIFICATION**. Assignee hereby accepts the foregoing assignment and transfer of Assignor's interest in the Lease. Assignee agrees and obligates itself to faithfully perform all covenants, stipulations, agreements and obligations under the Lease due on and after the date herein including, but not limited to, the payment of all Rent and Additional Charges as defined in the Lease. Assignee shall indemnify and save Assignor harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever and relating to the Lease, or the premises demised thereunder, arising on or after the date herein.

UNOFFICIAL COPY

3. **CONSENT OF LESSOR.** Lessor hereby consents to the assignment of the Lease by Assignor to the Assignee.

4. **AGREEMENT BINDING.** This Agreement shall be binding upon the successors, assigns and legal representatives of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Agreement.

5. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

LESSOR:

VILLAGE OF DIXMOOR,
an Illinois municipality

BY: 

Its Land Use Attorney as Authorized
By Ordinance entered on 10/26/11

ASSIGNOR:

GX CORPORATION,
an Illinois Corporation

BY: 

Its President

ASSIGNEE:

IKOPEDO DIXMOOR, LLC,
an Illinois limited liability company

By: 

Its Manager

UNOFFICIAL COPY

GROUND LEASE

THIS LEASE made and entered into in Cook County, State of Illinois, on September 1, 1999, by and between VILLAGE OF DIXMOOR, an Illinois municipality (hereinafter the "LESSOR") and GX CORPORATION, an Illinois corporation d/b/a Dixmoor Fruit & Meat (hereinafter the "LESSEE");

RECITALS:

WHEREAS, LESSOR is the fee simple owner of a vacant tract of land located in Dixmoor, Cook County, Illinois (hereinafter the "PREMISES"), commonly known as parking and legally described as follows: See EXHIBIT A, attached hereto;

WHEREAS, LESSEE is the owner of a parcel of land adjacent to the PREMISES;

WHEREAS, LESSEE heretofore has utilized the PREMISES as a parking lot for LESSEE'S adjacent land and, in connection therewith, has incurred substantial expense and made certain improvements to the PREMISES, to wit: cleaning and remediation of top soil, removing of underground tanks and asphalt blacktopping (Clean-Up) of the PREMISES, all to the benefit of LESSOR;

WHEREAS, the PREMISES as been subjected to contamination (through no fault of GX CORPORATION d/b/a Dixmoor Fruit & Meat) and qualifies as a "brown field";

WHEREAS, notwithstanding the contamination of the PREMISES as aforesaid, LESSEE desires to continue to use the PREMISES strictly as a sealed parking lot provided that LESSEE shall not in any way be deemed responsible for or a contributing party to the existing contamination; furthermore, LESSEE shall not be deemed responsible for or a contributing party to future contamination absent affirmative compelling proof of LESSEE'S contamination of the PREMISES;

UNOFFICIAL COPY

WHEREAS, LESSOR is desirous of leasing the PREMISES to LESSEE for the continued and uninterrupted use by LESSOR as a sealed parking lot, and acknowledging the value added to the PREMISES by LESSEE's contributed Clean-Up, LESSOR further desires to grant LESSEE an irrevocable right of purchase of the subject PREMISES as provided herein.

NOW THEREFORE, in consideration of the Preambles, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows:

Article I Demised Premises

1. LESSOR'S demise. Upon the terms and conditions hereinafter set forth, and in consideration of the payment of the rents and the prompt performance by the LESSEE of the covenants and agreements, to be kept and performed by the LESSEE, the LESSOR does lease, let, and demise to the LESSEE and the LESSEE hereby leases from the LESSOR, the following described premises, situate, lying, and being in Cook County, Illinois:

[See Exhibit A, attached]

2. Conditions. The demise is likewise made subject to the following:

- (a) All conditions, restrictions, and limitations now appearing of record (excepting any and all environmentally related matters);
- (b) Zoning ordinances of any municipality, the County of Cook, State of Illinois, and any other competent governmental body now existing or which may hereafter exist during the life of this Lease;
- (c) Any questions of survey, the LESSEE having satisfied itself as to the boundary lines and contents of the above described premises as well as with the sufficiency of the LESSOR'S present title; and
- (d) The LESSEE'S proper performance of all the terms and conditions contained in this Lease.

UNOFFICIAL COPY

Article II Term

The lease term shall commence on September 1, 1999 and end on July 30, 2098, inclusive, unless terminated sooner as provided below.

Article III Rent

1. Pre-payment. LESSEE has prior hereto or contemporaneously herewith paid the sum of One Hundred Thousand Dollars (\$100,000) for improvements to the PREMISES which said payment for improvements shall be deemed in the nature of a pre-payment on the rent due and owing under this LEASE.

2. Annual rentals. The Lessee shall pay the Lessor the following rent:

1-99th year.....\$10.00

All rent payments shall be paid annually and in advance.

3. Due date. All rental payments shall be made on the anniversary of the payment of the first rental.

4. Place of payment. Rent shall be payable at such place as the LESSOR may specify, in writing, from time to time.

Article IV Payment of Taxes; Other Expenses and Costs

1. LESSEE'S obligations. During the term of the Lease, LESSEE shall pay all utilities, license and permit fees, if any, applicable to its use and occupation of the PREMISES.

2. LESSOR'S obligations. LESSOR shall pay, before any fine, penalty, interest, or cost may be added, become due, or be imposed for nonpayment thereof, the following: all taxes, assessments, water and sewer rents, rates and charges, transit taxes, charges for public utilities, excises, levies, licenses and permit fees and other governmental charges, and all other costs, expenses and obligations associated with the PREMISES, whether general or special, ordinary or extraordinary, unforeseen or foreseen, of any kind and nature, which at any time during the term of this Lease may

UNOFFICIAL COPY

be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on, the demised PREMISES, or any improvements thereon, or any part thereof or any appurtenance thereto, or otherwise arising out of the rent and income received by the LESSOR, or relating to any document (to which the LESSOR is a party) creating or transferring an interest or estate in the demised PREMISES.

3. Mode of payment. LESSOR shall pay the taxes and other charges enumerated in this Article at least 30 days before the tax or charge itself would become delinquent in accordance with the then applicable law governing such payments. If, however, the LESSOR desires to contest the validity of any tax or tax claim, it may do so without being in default hereunder, provided it gives the LESSEE written notice of its intention to contest the tax or claim.

4. Default. If either party to this Lease fails, refuses, or neglects to make any payment required in this Article, the other party ("paying party") may do so. In that event, the defaulting party shall, upon the paying party's demand, repay to the paying party the amounts so paid, including reasonable attorneys' fees and all other expenses reasonably incurred because of or in connection with the payments, together with interest thereon at the rate of six (6%) percent per annum.

5. Proration. Notwithstanding the above, the taxes for the first and last years of this Lease shall be prorated proportionately between LESSOR and LESSEE.

Article V Mechanics' Liens

1. No Lien. LESSEE shall not subject the LESSOR'S interest in the PREMISES to any mechanics' or materialmen's liens or other lien of any kind, except to the extent that the creation of such lien or liens is specifically authorized by a provision in this Lease.

2. Release of lien. LESSEE shall not allow a lien or claim of any kind to be filed or claimed against the LESSOR'S interest in the demised PREMISES during the continuance of this Lease. If such lien is claimed or filed, the LESSEE shall cause the PREMISES to be released from the claim within 30 days after the LESSOR is given written notice that a claim has been filed, or within 30 days after the LESSOR is given written notice of the claim and transmits written notice of its receipt to the LESSEE, whichever 30-day period expires earlier. The LESSEE will cause such release either by paying to the court the amount necessary to relieve and release the PREMISES

UNOFFICIAL COPY

from the claim, or in any other manner which, as a matter of law, will result, within the 30-day period, in releasing the LESSOR and its title from the claim.

Article VI Environmental Matters

1. Indemnification and Hold Harmless. Notwithstanding anything to the contrary contained herein, it is expressly agreed and understood between LESSOR and LESSEE that LESSEE shall not be deemed responsible for or having contributed to the environmental contamination existing on the PREMISES prior to LESSEE'S occupancy and use of the PREMISES. Furthermore, LESSEE shall not be deemed responsible for or having contributed to any environmental contamination of the PREMISES occurring subsequent to LESSEE'S occupancy and use of the PREMISES absent affirmative compelling proof of LESSEE'S actual contamination of the PREMISES. LESSOR shall in all respects indemnify and hold harmless LESSEE from and against any liability, cost, expense, litigation or obligation, regardless of nature, incurred as a result of or arising out of the contamination of said PREMISES.

2. LESSEE'S Right to Terminate Lease. At any time during the term of this Lease, LESSEE shall have the right, upon 60 days written notice to LESSOR, to terminate this Lease. Thereupon the expiration of said 60 day period (or such longer period as may be specified in the notice), possession of the PREMISES shall be restored to LESSOR and all LESSEE'S obligations hereunder shall cease and terminate. In the event that any litigation, action, investigation or proceeding is commenced as a result of the contamination of the PREMISES, each party hereunder agrees to give prompt notice to the other party of such litigation, action, investigation or proceeding and, thereupon, LESSEE shall have the right to immediately terminate this Lease and possession of the PREMISES shall be restored to LESSOR and all LESSEE'S obligations hereunder shall cease and terminate. Notwithstanding any termination of the Lease as provided hereunder, LESSOR'S obligations to indemnify and hold harmless as provided herein shall survive such termination.

Article VII Governing Law; Cumulative Remedies

1. Governing law. All of the rights and remedies of the parties shall be governed by the provisions of this instrument and by the laws of the State of Illinois.

2. Cumulative remedies. During the continuance of the Lease, the LESSOR shall have all rights and remedies which this Lease and the laws of the State of Illinois

UNOFFICIAL COPY

assure to it. All rights and remedies accruing to the LESSOR shall be cumulative; that is, the LESSOR may pursue all rights that the law and this Lease afford to it, in whatever order the LESSOR desires and the law permits without being compelled to resort to any one remedy in advance of any other.

Article VIII Indemnification of LESSOR

1. Indemnification by LESSEE. Except as otherwise provided herein, during the entire term of the Lease, the LESSEE will indemnify and hold harmless the LESSOR against any and all claims, debts, demands, or obligations which may be made against the LESSOR or against its title in the premises, arising out of, or in connection with, any alleged act or omission of the LESSEE or any person claiming under, by, or through the LESSEE. If it becomes necessary for the LESSOR to defend any action seeking to impose any such liability, the LESSEE will pay the LESSOR all costs of court and attorneys' fees incurred by the LESSOR in effecting such defense in addition to all other sums that the LESSOR may be called upon to pay by reason of the entry of a judgment against it in the litigation in which such claim is asserted.

2. Insurance. From and after any earlier date when the LESSEE makes actual use of and occupies the demised premises or any part of it, the LESSEE shall cause to be written a policy or policies of insurance in the form generally known as public liability policies. In addition, if any boilers or elevators are included in improvements located on the demised premises, the LESSEE shall cause to be written boiler insurance and elevator insurance policies. The policies shall insure the LESSEE against all claims and demands made by any person or persons for injuries received in connection with the operation and maintenance of the premises, improvements, and buildings located on the demised premises and for any other risk insured against by such policies. Each class of policies shall be written within limits of not less than \$500,000 for damages incurred or claimed by any one person for bodily injury, or otherwise, plus \$100,000 for damages to property, and for not less than \$1,000,000 for damages incurred or claimed by more than one person for bodily injury, or otherwise, plus \$100,000 for damages to property. All such policies shall name the LESSEE and the LESSOR, as their respective interests may appear, as the insured persons. LESSEE shall promptly deliver the original or a duplicate original of each policy or policies to the LESSOR as soon as they are written, together with adequate evidence of the fact that the premiums are paid.

UNOFFICIAL COPY

Article IX Insurance

1. Lessee's obligation. From and after the time the Lease commences, the LESSEE will keep insured any and all buildings and improvements upon the PREMISES against all loss or damage by fire and windstorm, together with "extended coverage." The amount of insurance shall at all times be sufficient to prevent any party in interest from being or becoming a co-insurer on any part of the risk, and shall not be less than 80 percent of the full insurable value. All of the insurance policies shall include the LESSOR as one of the insured parties and shall fully protect both the LESSOR and the LESSEE, as their respective interests may appear.

Article X Assignment

1. Written assignment; filing. This Lease is freely assignable, but no assignment or transfer shall be valid unless the assignee expressly assumes and agrees to perform every covenant of this Lease which, by its terms, the LESSEE agrees to keep and perform. The assignee's assumption shall be evidenced by a recordable instrument, either by joinder in the assignment itself or by separate instrument. The assignment shall not be deemed valid unless it and the assumption agreement are promptly filed for record in the appropriate office, and an executed original thereof delivered to the LESSOR. Notwithstanding any assignment of the Lease, the obligations of LESSOR as set forth in Article VI shall survive.

Article XI Condemnation

1. Eminent domain; cancellation. If, at any time during the continuance of this Lease, all or any portion of the demised real estate or the improvement of any building located thereon is taken, appropriated or condemned by reason of eminent domain, the LESSEE shall be awarded the proceeds and awards in the condemnation proceedings.

2. Apportionment. Although title to any building or improvements placed by the LESSEE upon the demised premises will pass to the LESSOR, for purpose of condemnation, the fact that the LESSEE placed buildings on the demised premises shall be taken into account. The deprivation of the LESSEE'S use of any buildings and improvements shall, together with the remaining term of the Lease, be an item of damage in determining the LESSEE'S condemnation award. It is the general intent

UNOFFICIAL COPY

of this Section that, upon condemnation, the parties shall share in their awards to the extent that their respective interests are depreciated, damaged, or destroyed by the exercise of the right of eminent domain. If the condemnation is total, the condemnation award shall be allocated so that the then value of the property, as if it were unimproved property, is allocated to the LESSOR, and the then value of any improvements thereon is allocated to the LESSOR.

Article XII Default

1. Effect of default by LESSEE. If at any time the LESSEE defaults in the payment of any rent on the day it is due and payable, or if the LESSEE fails to perform any other covenant under this Lease, the LESSOR may declare the lease term ended.
2. Landlord tenant relationship only. The relationship between the parties is that of Landlord and Tenant. The LESSEE specifically acknowledges that all statutory proceedings regulating the relationship of Landlord and Tenant respecting collection of rent or possession of the PREMISES, accrue to the Landlord.
3. LESSOR'S remedies. Nothing herein shall be construed as authorizing the LESSOR to declare this Lease in default, however, unless the default is for the nonpayment of rent, security, insurance premiums, or taxes in violation of the terms of this Lease and the nonpayment continues for 30 days after the respective due dates for payment of these items. If the alleged default consists of any other violation, the LESSOR may not declare this Lease in default until the violation continues for 30 days after the LESSOR gives the LESSEE written notice thereof. However, nothing contained herein shall be construed as precluding the LESSOR from having any other remedy that may be necessary to preserve its right and its interest in the PREMISES and this Lease, even before expiration of the grace or notice periods provided for in this Section, if under the then existing circumstances, the allowance of the grace or the giving of the notice would prejudice or endanger the LESSOR'S rights and estate in this Lease and the demised PREMISES.

Article XIII Repair Obligations

During the continuance of this Lease the LESSEE shall keep the demised PREMISES in good state of repair. The LESSEE shall not suffer or permit any waste or neglect to be committed. The LESSEE shall repair, replace, and renovate the

UNOFFICIAL COPY

property as often as necessary to keep the PREMISES in good condition, ordinary wear and tear excepted.

Article XIV

Additional Covenants of LESSEE

1. Legal use. The PREMISES shall be used for legal purposes only.
2. Termination. Upon termination of this Lease, the LESSEE shall peaceably and quietly deliver to the LESSOR possession of the PREMISES and all improvements, excluding trade fixtures and equipment, which the LESSEE has brought, placed, or constructed upon the PREMISES.
3. Costs of suits. If, at any time, the LESSOR is required to enforce this Lease or to defend any action arising out of the facts connected with or caused by reason of the LESSEE'S ownership of this Lease or occupancy of the leased PREMISES, the LESSEE shall owe and pay to the LESSOR all court costs and reasonable attorneys' fees incurred or expended by LESSOR in conducting the defense or in enforcing the terms of this Lease.

Article XV

Quiet Enjoyment

So long as the LESSEE keeps and performs all of its covenants and conditions under this Lease, it shall have quiet, undisturbed, and continued possession of the PREMISES, free from all claims against the LESSOR and all persons claiming under, by, or through the LESSOR.

Article XVI

[Intentionally left blank]

Article XVII

Miscellaneous

1. Force majeure. If the LESSOR or LESSEE is delayed, hindered, or prevented from performing any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, the act, failure to act or default of the other

UNOFFICIAL COPY

party, war, or other reason beyond its control, then performance of the act shall be excused for the period of the delay. In that event, the period for the performance of the act shall be extended for a period equivalent to the period of the delay.

2. Estoppel certificates. Either party shall, without charge, at any time and from time to time hereafter, within ten days after the others' written request of the other, certify by instrument duly executed and acknowledged to any mortgagee or purchaser or proposed mortgagee or proposed purchaser, or any other person, firm, or corporation specified in the request as to:

- (a) Whether this Lease has been supplemented or amended, and, if so, the substance and manner of the supplement or amendment;
- (b) The validity and force and effect of this Lease, in accordance with its tenor as then constituted;
- (c) The existence of any default thereunder;
- (d) The existence of all offsets, counterclaims, or defenses thereto on the part of the other party;
- (e) The commencement and expiration dates of the term of this Lease; and
- (f) All other matters that may reasonably be so requested.

Any such certificate may be relied upon by the party who requested it and any other person, firm, or corporation to whom it may be exhibited or delivered, and the contents of the certificate shall be binding on the party executing it.

3. Duplicates; recordation. Either party shall, at any time, at the other's request, promptly execute duplicate originals of an instrument, in recordable form, which shall constitute a memorandum of lease. This will set forth a description of the demised PREMISES, the term of this Lease, and any other portion thereof, except for the rental provisions, requested by either party.

4. No recourse. Notwithstanding anything to the contrary, the LESSOR shall look solely to the interest of the LESSEE hereunder for the satisfaction of any remedy it may have hereunder or in connection herewith and shall not look to any other assets of the LESSEE or of any other person, firm or corporation. If the LESSEE is a corporation, no personal liability shall attach to any of its present or future shareholders, officers, or directors, or its successors or assigns, for any obligation hereunder or in connection herewith. If the LESSEE is a firm, partnership, joint

UNOFFICIAL COPY

venture, or association, it shall have no personal liability for any obligation hereunder or in connection herewith. If the LESSEE assigns its Leasehold Interest to LESSOR, it shall be completely relieved of all liability hereunder or in connection herewith, regardless whether accrued at the time of assignment and whether a cause of action exists at such time or arises thereafter.

5. Consent not to be unreasonably withheld. The LESSOR shall not unreasonably withhold its consent, permission, or approval for any act which may be required or desired by the LESSEE under the provisions of this Lease. Such consent, permission, or approval shall be deemed to have been granted if, within 30 days after the LESSOR receives the request, it fails to notify the LESSEE of its express disapproval and the reasons therefor.

6. Right of first refusal to purchase. The LESSOR shall not sell or grant options with respect to, or otherwise dispose of, the demised PREMISES unless it has first: (i) received a bona fide arm's-length offer from an unaffiliated party for the sale or disposition; (ii) notified the LESSEE in writing of the offeror's identity and provide LESSEE all of the provisions of the offer; and (iii) afforded the LESSEE the prior option to purchase and take title to the demised PREMISES for the amount of Ten Dollars (\$10.00).

7. Option procedure. The LESSEE shall exercise its option by giving written notice to the LESSOR within 30 days after it receives the LESSOR'S notice of the offer. The LESSOR shall give such notice within 10 days after it receives the offer. If the LESSEE fails to exercise its option and the LESSOR does not subsequently sell or dispose of the demised PREMISES under the provisions of the offer, the above prohibition against the LESSOR'S sale or other disposition shall continue in full force and effect. In that event, the LESSEE'S option to purchase shall apply to any subsequent offer on the same terms as set forth above.

8. Notice of exercise of option. The notice provided in Section 7 shall set forth the time and place of closing. The time of closing shall be designated in the notice of exercise but not later than 60 days after the notice is given.

9. Closing. At such closing conference: (i) the LESSEE shall pay to LESSOR (by good certified check or an official check of a bank or trust company) the applicable purchase price; (ii) the LESSOR shall convey good and marketable title of the demised PREMISES to the LESSEE free and clear of all encumbrances and title defects other than those which arose at the LESSEE'S request or by virtue of the its tenancy; and (iii) the LESSOR and LESSEE shall execute all documents which may be necessary to effectuate the closing and the transfer of title contemplated hereunder.

UNOFFICIAL COPY

10. Related transactions; inapplicability. The foregoing provisions of this Section shall not apply to the sale, transfer, or other disposition of the demised PREMISES to a corporation or other entity owned or controlled by the Parties herein.

11. Income tax deductions and credits. Only the LESSEE may take deductions and credits on its tax returns for the buildings, structures, improvements, changes, alterations, repairs, additions, and installations, and for their depreciation or cost recovery.

12. Covenants running with land; binding effect. All covenants, conditions, and obligations contained herein or implied by law are covenants running with the land and shall attach and bind and inure to the benefit of the LESSOR and LESSEE and their respective heirs, legal representatives, successors, and assigns, except as otherwise provided herein.

13. Non-waiver. No waiver of a breach of any covenant in this Lease shall be construed to be a waiver of any succeeding breach of the same covenant. No delay or failure by either party to exercise any right under this Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

14. Arrears. All arrearage in the payment of rent shall bear interest from the date when due and payable at the rate of six (6%) percent per annum until paid.

15. Written modifications. No modification, release, discharge, or waiver of any provision hereof shall be of any force, effect, or value unless signed in writing by the party against whom enforcement is sought, or such party's duly authorized agent or attorney.

16. Entire agreement. This instrument contains the entire agreement between parties as of this date. The execution hereof has not been induced by either party by representations, promises, or understandings not expressed herein. There are no collateral agreements, stipulations, promises, or undertakings whatsoever upon the respective parties in any way touching the subject matter of this instrument which are not expressly contained in it.

17. Notices. All notices between the parties in connection with this Lease shall be in accordance with its terms. Notice shall be given by registered or certified mail, deposited in the United States mails with postage prepaid. The notices shall be addressed as follows:

UNOFFICIAL COPY

For the LESSOR:

Dirk Van Beek, Esq.
15525 South Park Avenue
South Holland, Illinois 60473

For the LESSEE:

Either party may change the place for giving notice by written notice in the manner set forth in this Section.

18. Joint liability. If the parties upon either side (LESSOR and LESSEE) consist of more than one person, such persons shall be jointly and severally liable on the covenants of this Lease.

19. Liability continued. All references to the LESSOR and LESSEE mean the persons who, from time to time, occupy the positions, respectively, of LESSOR and LESSEE. However, this shall not be construed as relieving a person of any liability incurred by them by reason of or in connection with it having been Lessor or Lessee at one time.

20. Broker. The parties hereby represent and warrant to the other that no broker has been involved in this transaction.

21. Headings. Headings in this Lease are for convenience and reference only and shall not be used to interpret or construe its provisions.

22. Time of essence. Time is expressly declared to be of the essence of this Lease.


The following page to be the acknowledgment and signature page.

UNOFFICIAL COPY

In witness whereof the LESSOR and the LESSEE have hereunto set their hands and seals, the day and year above written.

LESSOR:

VILLAGE OF DIXMOOR

By: 
ERICK M. NICKERSON

Its: President

LESSEE:

GX CORPORATION d/b/a Dixmoor Fruit & Meat

By: 
Konstantinos Kokkinos

Its: President

Z:\KOKKINIS\Dixmoor Fruit\Lease Dixmoor

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit A Legal Description

Parking Area: Lots 12, 13, 14, 15 & 16 (except that part thereof dedicated for public highway by instruments recorded December 16, 1922 as document 7749402 and January 9, 1923 as document 77704141), in block 8 in Chase and Dyer's Subdivision of that part of the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, lying East of Western Avenue except so much thereof as lies within the North 10 Acres of said Southwest 1/4 of the Northwest 1/4 of Section 7, in Cook County, Illinois.

PIN: 29-07-138-001-0000
29-07-138-002-0000
29-07-138-003-0000
29-07-138-004-0000
29-07-138-005-0000

Property of Cook County Clerk's Office