

# UNOFFICIAL COPY



Doc#: 1235922105 Fee: \$58.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/24/2012 01:34 PM Pg: 1 of 11

## LEASE

LEASE made this 1<sup>ST</sup> DAY OF SEPT, 2009 by and between **DEVON BANK TRUST – 7264 and/or (JAYENDRA SHETH)** hereinafter referred to as “Lessor” or “Landlord”, **MAHARANI INC.**, an Illinois Corporation d/b/a BK MINI MART hereinafter referred to as “Lessee” or “Tenant.”

Pursuant to the terms and provisions of this Lease, Lessor demises and leases to the Lessee, and the Lessee hereby accepts from the Lessor, certain retail store premises commonly known as 516 W. Harrison Street, Chicago, Illinois 60607 (hereinafter referred to as the “demised premises” or the “premises”), and which demised premises are part of a building which contains three (3) other retail store units commonly known as 518, 520 and 522 W. Harrison Street, Chicago, Illinois, and which building and other improvements located on the tract of land with all appurtenances thereto upon which said building is located may hereinafter be collectively referred to as the “Retail Center.”

### TERM:

**ARTICLE 1.** The initial term of this Lease shall commence on Sept 1, 2009 and shall end on April 30, 2019. The lease can be renewed for 2 options of 5 years each after the initial expiration of April 30, 2019. the lease can be terminated by lessee only by giving 30 days notice to lessor, lender or any entity in possession of the property at any time during this period.

### RENTAL:

**ARTICLE 2.** Lessee agrees to pay Lessor, by payment to **DEVON BANK TRUST# 7264 and/or JAYENDRA SHETH, P.O. BOX-597918, Chicago, IL 60659** or such person, firm or corporation as may be designated in writing by Lessor, at such place as Lessor, may from time to time designate, in writing, rental in lawful money of the United States for the demised premises as follows: a guaranteed and fixed minimum monthly rental (hereinafter called “Minimum Rent”) payable in advance in successive installments each on or before the thirtieth day of each calendar month during the term hereof, as scheduled below:

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From Sept 1, 2009 till December 31, 2016 .....\$500.00 per month  
 From January 1, 2017 till April 30, 2019 ----- \$600.00 per month  
 During the 2 option period of 5 years each after April 30, 2019, the rent will be \$700/-  
 per month.

**PARKING:** Lessee has a right to park the 1 car next to the east wall of the building and This right can not be terminated any time during the lease terms or any extension thereof.

## **REAL ESTATE TAXES:**

**Article 2a.** Lessor shall be solely responsible for the payment of all real estate taxes assessed and billed with respect the demised premises and the Retail Center during the term of this Lease and any extension thereof. In addition lessor will be paying the water bill for the entire property.

## **USE:**

**ARTICLE 3.** The demised premises shall be used and occupied by Lessee solely for the Concession stand, selling food, candy, news paper, lottery, beverages hot and cold and cigarettes, tobacco products, and can sell sandwiches or any food products manufactured at the premises and can also operate juice bar at this premises. The lessee Can do all the above in full compliance with all applicable laws, ordinances and governmental regulations. Lessee shall not store, display, distribute or sell any alcoholic liquors and beverages upon or about the demised premises, and shall not place, store or permit at any time any environmentally hazardous substances upon or around the demised premises.

**Tenant hereby covenants to Landlord that during the term of this Lease and any extensions thereof, Tenant shall pay any and all federal, state and local taxes the demised premises.**

## **CARE, REPAIR AND MAINTENANCE OF PREMISES:**

**Article 4.** Lessee shall not perform any acts or omissions which may injure or damage the premises and/or Retail Center, or be a nuisance or menace to any others, and at Lessee's sole cost shall keep the entire premises in a good and sanitary condition, clean and free from snow, ice, rubbish and dirt at all times. Lessee shall keep the premises in a condition in accordance and compliance with all laws, rules and regulations of the governmental agencies having jurisdiction over the premises and the operation of Lessee's business upon the premises at the sole cost of Lessee. At the sole cost and expense of Lessee, Lessee owns and shall regularly maintain, repair and replace in like kind and quality when necessary all components of the heating, ventilating and air conditioning equipment and systems serving the premises and presently constructed and installed upon and about the premises. At his sole cost and expense, all the various light fixtures, any and all electrical fixtures, floors and floor covering, and signage on and

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about the premises at the sole cost of Lessee. At the expiration of the tenancy hereby created, whether by lapse of time or otherwise, Lessee shall surrender the subject premises and the Personal Property as shall be furnished by Lessor in good condition, reasonable wear and tear expected, and shall surrender all keys to Lessor.

In the event Lessee fails to make such repairs and replacements as required herein, Lessor may make such repairs and replacements thereafter Lessee shall pay to Lessor as additional rent 100% of the costs of such repairs and/or replacements provided by Lessor within thirty (30) days of Lessee's receipt of written notice from Lessor of such costs incurred by Lessor.

## CONDITION OF PREMISES:

**ARTICLE 5.** Lessee's taking possession of the premises in as is condition and it needs major remodeling. The lessee is expected to spend upto \$50,000/- in remodeling The property and installing all the equipment including the heating unit which is the Property of the lessee and in fixtures to start the concession stand. The lessor is giving reasonable lease terms for the foregoing reasons. Lessee agrees that no representations respecting the condition of the premises have been made by Lessor, or its agents, and that no promises to decorate, alter, repair or improve the premises, either before or after the execution thereof, have been made by Lessor or its agents to the Lessee unless the same are contained herein or made a part hereof.

## REPAIRS BY LESSOR:

**ARTICLE 6.** It is agreed that at his sole cost and expense the Lessor shall make and be solely responsible for any necessary repairs or replacements of the structural walls and foundations of the premises and the roof serving the demised premises. Any and all other maintenance, repair or replacement of the demised premises shall be the sole responsibility of the Tenant, at his sole cost and expense.

## MECHANIC'S LIENS:

**ARTICLE 7.** Lessee agrees not to do nor permit to be done any act or thing which may create a mechanic's lien or claim for lien against the demised premises. In the event any lien upon Lessor's title results from any act of neglect of Lessee, and Lessee fails to remove said lien or provide Lessor reasonable security therefrom within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof and Lessee shall pay Lessor upon demand the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

## INSTALATION OF FIXTURES:

**ARTICLE 8.** Lessee may install and maintain any trade fixtures and such other Equipment as are reasonably necessary for the operation of Lessee's business.

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## **ALTERATIONS – INSTALLATIONS:**

**ARTICLE 9.** Lessee shall make any alterations in or additions to the demised premises or make any contract therefore for remodeling the premises as may be necessary For the operation of the Lessee's business.

**ARTICLE 10.** Lessee may buy there own insurance for their belongings.

## **COVENANT TO HOLD HARMLESS:**

**ARTICLE 11.** Lessee agrees to indemnify and save Lessor forever harmless against and from any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from the conduct or management of the business conducted by Lessee or from any breach or default on the part of Lessee in the performance of any agreement on the part of the Lessee to be performed pursuant to the terms of this Lease, or from any act of negligence of Lessee, its agents, contractors, employees, sublessees, concessionaires or licensees in or about the demised premises. Lessor shall not be liable for any injury done or occasioned by wind or by or from any defect of electrical wiring or of insulation thereof, gas pipes, water pipes, or steam pipes, or from broken stairs, or walks, or from the backing up of any sewer pipe or downspout or from the bursting, leaking or running of any water or sewer tank, washstand, water closet or waste pipe or drain or any other pipe or tank in, upon, or about the premises, nor from any such damage or injury occasioned by water, snow, or ice being upon or coming through the roof, sky light, trap door, stairs or walks, or any other place upon or near the demised premises or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixtures or plaster, or from any damage or injury arising from any act or all claims from such damages or injury being hereby expressly waived by Lessee.

Notwithstanding anything to the contrary contained herein, Lessor and Lessee for themselves and their successors hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered insurance on the demised premises, or covered by insurance in connection with property on, or activities conducted on the demised premises, regardless of the cause of the damage or loss.

## **ASSIGNMENT OR SUBLETTING:**

**ARTICLE 12.** Lessee can sublet or assign this lease or interest thereunder to anybody they wishes without permission from the Lessor. This right is guranteed Even if the ownership or the management of the property changes voluntarily or involuntarily.

## **ACCESS TO PREMISES:**

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**ARTICLE 13.** Lessee agrees that Lessor, its agents, employees or servants, or any person authorized by Lessor, may, during normal business hours, enter the premises for the purpose of inspecting the condition of the same and to make such repairs, additions, improvements, changes, or alterations to the premises, as Lessor may elect to make, and to exhibit the same to prospective purchasers of the premises to prospective tenants. Such repairs, additions, improvements, changes or alterations as Lessor may make of the premises shall be made only after adequate and reasonable notice thereof shall have been given to Lessee. Lessor in exercising its rights hereunder shall make reasonable efforts to minimize any interruption of Lessee's business on the premises. Nothing herein contained, however, shall be deemed or construed to impose upon Lessor any obligation or liability whatsoever for care, supervision, repair, improvements, addition, change or alteration of the premises other than as herein expressly provided.

## UTILITIES:

**ARTICLE 14.** Lessee shall pay for all heat, gas, electricity, and disposal services and all other utility services used in the demised premises, and shall keep the premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures. Landlord hereby represents that the demised premises are separately metered for electric, water and gas service.

## CONDEMNATION:

**ARTICLE 15.** In case all of the demised premises is taken by the exercise of the power of eminent domain, this Lease shall terminate as of the date possession is taken, and Lessor shall refund any rent paid in advance in the ratio of thirty days to the number of days between the date possession is so taken and the first day of the next calendar month.

If thirty-five percent (35%) or more of the demised premises is so taken, or if any part of the premises is taken which materially and adversely affects the operation of Lessee's business operations on the premises, this LEASE shall terminate at the election of either party upon notice to the other within thirty days after the payment of the deposit with the appropriate public officer, of the compensation awarded, and in that event the term shall terminate on the date possession of the part condemned is taken by the condemnor and the rent shall be paid to that date, and Lessor shall refund, as aforesaid, there appropriate portion of any rent paid in advance. If less than said percent of the premises is taken, this Lease and term shall no terminate.

If the Lease and term are not terminated, Lessor, at its expense and within thirty days after the payment of deposit of the compensation as aforesaid, shall commence to reconstruct the premises not affected by the taking and with reasonable diligence proceed with such reconstruction, and during the reconstruction and thereafter, the minimum rent and the respective monthly installments thereof shall be reduced in the proportion that the part taken bears to the demised premises.



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In any event the entire compensation awarded shall belong to Lessor without any deduction therefrom for any present or future estate or interest or Lessee, and Lessee hereby assigns to Lessor all of its right, title and interest in and to any and all such compensation together with any and all rights, state and interest of Lessee now existing or hereafter arising in and to the same or any part thereof.

## UNTENANTABILITY:

**ARTICLE 16.** In the event the demised premises shall be destroyed, or so damaged by fire, explosion, windstorm or other casualty as to be untenable (which shall include any such damage which materially affects Lessee's use of the demised premises) Lessor may restore the demised premises within a reasonable time after such destruction or damage, or terminate this Lease and the term demised as of the date of the destruction or damage, in either case by giving Lessee notice within one hundred twenty (120) days after the date of the destruction or damage, and the rent and real estate tax monthly pass-through shall abate on a per diem thirty day month basis during the period of restoration.

In the event the demised premises shall be damaged as aforesaid but are not thereby rendered untenable, Lessor shall restore the demised premises with reasonable dispatch, and while such damage is being repaired, Lessee shall be entitled to an equitable abatement of the rent and real estate tax monthly passthrough as determined by Lessor. Lessor shall not be liable or responsible for any delays in rebuilding or repairing due to labor controversies, riots, acts of God, national emergency, acts of public enemy, governmental laws or regulations inability to procure materials or labor, or both, or any other caused beyond its control.

## COMPLIANCE WITH LAWS:

**ARTICLE 17.** Lessee agrees to comply with all laws and regulations of the State of Illinois and the United States and further any laws, ordinances and regulations of the Country of Cook and City of Chicago, or other governmental authority having jurisdiction, as to sanitary, health and safety conditions, and as to the use of the demised premises. Lessee also agrees to comply with the recommendation of any insurance company inspection bureau or similar agency with respect to the premises.

## COST, EXPENSES AND ATTORNEYS' FEES:

**ARTICLE 18.** In case Lessor shall, without fault on its part, be made a party to any litigation commenced by or against Lessee, then Lessee shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Lessor in connections with such litigation.

## REMEDIES:

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**ARTICLE 19.** The Lessor can not terminate this lease in any circumstances, as long as the Lessee is paying the rent as per the lease terms. The lessee can terminate the lease at any time by giving 30 days notice during the term of the lease or any extension thereof. The lessee is not responsible for paying any rent if 35% or more space in the shopping center is empty.

## NOTICES:

**ARTICLE 20.** Any notice under this Lease shall be deemed sufficiently given if sent by certified mail return receipt requested to Lessee at the address of the demised premise and to Lessor, care of **Devon Bank TRUST# 7264** at the address then fixed for the payment of rent, and either party may by like notice designate a different address to which notices shall be sent. Notices shall be deemed served when mailed. Notices may also be personally served upon **DEVON BANK TRUST# 7264 and/or c/o Jayendra Sheth**, for the Landlord and upon **"MAHARANI INC"** or any employee of Tenant, in such case provided the notices is served upon said employee in or about the demised premises.

## GENERAL:

**ARTICLE 21.** Nothing contained in this Lease shall create the relationship of principal and agent or of partnership or any relationship between Lessor and Lessee hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated, 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 of any condition of this Lease by Lessor shall not be construed as a waiver of the subsequent breach of the same covenant, term or condition. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed consent or approval to or of any subsequent similar act by Lessee. The invalidity or unenforceability of any provision hereof shall not effect or impair any other provisions. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Lessee and to either corporation, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles.

Lessee agrees not to: (1) permit any unlawful or immoral practice to be carried on or committed on the premises; (2) deface or injure the premises or the Personal Property; nor (3) commit or suffer any waste.

Lessee agrees to conduct its business at all times in a manner consistent with reputable business standards and practices in good faith and in such manner that Lessor will at all times receive the maximum amount of rental from the operation of its business on the premises.

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## SECURITY DEPOSIT:

**ARTICLE 22. None**

## HOLDING OVER:

**ARTICLE 23.** If Lessee remains in possession of the premises after the expiration of this Lease without a new lease reduced to writing, and duly executed, even if Lessee shall have paid and Lessor shall have accepted rent in respect to such holding over, Lessee shall be deemed to be occupying the premises only as a Lessee from month to month, subject to all the covenants, conditions and agreements of this Lease.

## LESSOR'S TITLE:

**ARTICLE 24.** This lease not grant any right to light or air over property except for public streets or alleys or ways kept open by public authority. Lessor reserves the right at all times to grant easements and make such conveyances for public utilities as it may deem necessary or desirable, provided such grants or conveyances do not materially interfere with Tenant's intended use of the demised premises. Lessor will not build above The property or sell any air rights so as to obstruct the views of the lessee's business as Long as the lease is in force.

## INTERPRETATION:

**ARTICLE 25.** The time of the performance of all of the covenants, conditions and agreements of this Lease is the essence of this agreement. The submission of this Lease for examination does not constitute and offer nor a reservation of or option for the premises, and this Lease becomes effective only upon execution and delivery thereof by Lessor and Lessee.

## SUCCESSORS AND ASSIGNS:

**ARTICLE 26.** The terms, covenants and conditions hereof shall be binding upon and inure to the successors in interest and assigns of the parties hereto.

## SUBORDINATION:

**ARTICLE 27.** Without the necessity of any additional document being executed by Tenant this lease shall be subordinate at all times to ground or underlying leases and to the lien of any mortgages or deeds of trust now or hereafter affecting the premises, (except the below mentioned exception) Landlord's interest or estate therein, or any ground or underlying lease; provided, however, that if the lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have tenant's interest in this lease be superior to any such instrument, then by notice to Tenant this lease shall be deemed superior, whether this lease was executed before or after said instrument. By signing this



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lease the tenants rights under this lease are superior to any recorded or unrecorded mortgage legal document as long as the tenant or his assigns agrees to abide by agreement of this lease.

The failure of Lessee to perform any other of its covenants under this Lease for thirty days after written notice so to do. In the event Lessee cures any of the foregoing acts or events within said 10 days notice period or 30 day notice period as the case may be, Lessor shall not terminate this Lease.

Upon the termination of this lease as aforesaid, Lessor may re-enter the demised premises with or without process of law using such force as may be necessary, and remove all persons and chattels therefrom and Lessor shall not be liable for damages or otherwise by reason of re-entry or termination of the term of this Lease. Notwithstanding such termination, the liability of Lessee for the Minimum Rent provided for hereinabove shall not be extinguished for the balance of the term remaining after said termination, and Lessor shall be entitled to recover immediately as liquidated damages an amount equal to the Minimum Rent for the said balance of the term less the amount of any Minimum Rental obtained from any other tenant for the said balance of the term, in the event the said premises are relet. Upon and after entry into possession without termination of this Lease, subject to his duty to mitigate his damages Lessor may, but need not, relet the demised premises or any part thereof for this account of Lessee for such rent, for such time and upon such terms as Lessor in Lessor's sole discretion shall determine.

In the event of any breach of Lessee of any of the provisions of this Lease, Lessor may immediately or at any time thereafter, without notice, cure such breach for the account of and at the expense of Lessee. If Lessor at any time, by reason of such breach, is compelled to pay any sum of money or do any act which will require the payment of any sum of money, or incurs any expense, including reasonable attorney's fees, in instituting or prosecuting any action or proceeding to enforce Lessor's rights hereunder, the sum or sums so paid by Lessor, shall be deemed to be additional rent hereunder and shall be due from Lessee to Lessor on the thirtieth day of the month following the payment of such respecting sums or expenses.

Lessee will, at the expiration or termination of this lease, yield up possession to Lessor, and failing to do so, at Lessor's option will pay as liquidated damages for each day possession is withheld, an amount equal to double the amount of the then daily Minimum Rent, computed on a thirty day month basis; provided, however, that Lessor's right to recover such liquidated damages shall not preclude Lessor from recovering greater amount of damages sustained by it or as otherwise allowed by law.

All rights and remedies of Lessor herein enumerated shall be cumulative and non shall exclude any other right or remedy allowed by law, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

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## WAIVER OF JURY:

**ARTICLE 28.** LANDLORD and TENANT agree that, to the extent permitted by law, each shall and by this provision does hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this Lease.

**IN WITNESS WHEREOF,** the parties have executed this Lease the day and year first written, intending thereby to incorporate and include therein, all terms, conditions and provisions contained in Articles 1 through 28 (consisting of 10 pages attached hereto) as though the said Articles had been hereinbefore fully set forth.

**LESSOR:**

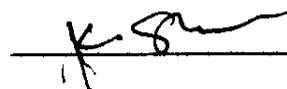


\_\_\_\_\_  
**FOR DEVON BANK TRUST # 7264  
And/or JAYENDRA SHETH**

9/1/09

**LESSEE:**

\_\_\_\_\_  
**For BK Mini Mart**



**By: PRESIDENT**

*Ugahalan / me*  
9/1/09

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## Office of the Cook County Clerk

### Map Department Legal Description Records

**P.I.N. Number: 17161290230000**

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](http://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.

17	16	129	023		591	
AREA	SUB-AREA	BLOCK	PARCEL	UNIT	WARRANT	CODE

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

VOLUME  
**591**  
 TAX CODE  
[REDACTED]  
 77025

AREA SUB-AREA BLOCK PARCEL UNIT  
 17- 16- 129- 023

SCHOOL SEC ADD TO CHGO

**DIVISION**  
 Year 1991  
 Block 54 Parcel 12

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**1991 DIVISION**  
 CODE CHANGE  
 Block \_\_\_\_\_ Parcel \_\_\_\_\_

SEC.	TOWN	RANGE	LOT	SUB-LOT	LOT	BLOCK
16	39	14			(12)	54
					(13)	
					(16)	
					(1&2)	
			5			