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INDUSTRIAL BUILDING LEASE



Doc#: 1606447010 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/04/2016 01:50 PM Pg: 1 of 9

BEGINNING	ENDING		
February 1, 2016 March 1,	Jan 31, 2018 FEB 21 2015		
MONTHLY RENT	DATE OF LEASE	LOCATION OF PREMISES	
\$3,000.00	Jan 25, 2016 Mar 1, 2016	5940 S. ASHLAND AVE, CHICAGO, IL	
PURPOSE			
CAR WASH AND RETAIL SALES			

Prepared by Donald Hall

Above space is for Recorder's use only.

Mod Mod teets
Mod teets
LESSEE

LESSOR

NAME: ~~MODTEES B. WILLIAMS~~
ADDRESS: 5940 S. ASHLAND AVE
CITY: CHICAGO, IL 606

NAME: DON HALL
ADDRESS: 2715 W. 83RD PL.
CITY: CHICAGO, IL 606

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for above purposes designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

DONE AT CUSTOMER'S REQUEST

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LEASE COVENANTS AND AGREEMENTS

1. RENT. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

2. CONDITION AND UPKEEP OF PREMISES. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or its employees or agent, prior to or at the execution of this lease that are not herein expressed. The Parties acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA") establish requirements under Title III of the ADA ("Title III"), and that such requirements may be unclear and may or may not apply to the Premises. The parties acknowledge and agree that Lessee has been provided an opportunity to inspect the Premises sufficient to determine whether or not the Premises in their condition current as of the date hereof deviate in any manner from the ADA Accessibility Guidelines ("ADAAG") or any other requirements under the ADA pertaining to the accessibility of the Premises. Lessee acknowledges and agrees that Lessee accepts the Premises "as-is" condition and agrees that Lessor makes no representation or warranty as to whether the Premises conform to the requirements of the ADAAG or any other compliance and costs in connection with the Premises, including structural work, if any, and including any leasehold improvements or other work to be performed in the Premises under or in connection with this Lease. Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with other of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this Lease at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will remove the snow and ice from the sidewalk abutting the Premises; and upon the termination of this lease, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear expected, and will deliver the keys therefor at the place of payment of said rent.

3. LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT. Lessee will not allow Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or on part by any other person, and will not sublet the same, or any part thereof, nor assign this lease without in each case the written consent of the Lessor first hand, and Lessee will not permit any transfer by operation of law of the interest in Premises acquired through the lease, and will not permit Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than 10 consecutive days; and will not allow any signs, cards, or placards to be posted, or placed thereon, nor permit any alteration of or addition to any of the Premises, except by prior written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of the Lessor unless otherwise provided in the consent aforesaid.

4. MECHANIC'S LIEN. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion without inquiry as to the validity thereof, and any amounts so paid, including attorney fees, expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

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5. INDEMNITY FOR ACCIDENTS. Lessee covenants and agrees that it will protect and save and keep the Lessor, its managers, members, officers, directors, shareholders, employees and agent forever harmless and indemnified against and from all claims and liabilities including attorney fees and costs, any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect indemnify and save and keep harmless the Lessor, its managers, members, officers, directors, shareholders, employees and agent against and from any and all loss, cost, damage or expenses, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor, its managers, members, officers, directors, shareholders, employees and agent against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provision hereof.

6. NON-LIABILITY OF LESSOR. Except as provided by Illinois statute, Lessor, its managers, members, officers, directors, shareholders, employees and agent shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about the Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

7. WATER, GAS AND ELECTRIC CHARGES. Lessee will pay, in addition to the rent above specified, all water rates, gas, electric light and power, bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted, and in the case said water rates and bills for gas, electric lights and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter. Lessee shall deliver to Lessor duplicate receipts (or photo static copies thereof) showing evidence of payments of all of the forgoing expenses and charges for the Premises within thirty(30) days after the respective payments evidenced thereby.

8. KEEP PREMISES IN REPAIR. Lessor shall not be obliged to incur any expense for repairing any improvements upon the Premises or connected therewith, and the Lessee at its own expense will keep, repair and maintain, all exterior and interior improvements, including but not limited to the heating, ventilating and air conditioning equipment, the roof, the landscaping and the parking areas, structural and non-structural repairs, in good repair as well as in good tenantable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

9. ACCESS TO PREMISES. Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and "To Rent", and will not interfere with the same.

10. ABANDONMENT AND RELETTING. If Lessee shall abandon or vacate the Premises, or if lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach or any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.

11. HOLDING OVER. Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing to do so, will pay as liquidated damages, for the whole time such possession is

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withheld, the sum of Two Hundred Dollars (\$200.00) per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

12. EXTRA FIRE HAZARD. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

13. DEFAULT BY LESSEE. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time thereafter at his election declare said term ended and reenter the Premises or any part thereof, with or (to the extent permitted by law) without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire or have an interest in, which is by law subject to such distraint, as security for payment of the rent herein reserved.

14. NO RENT DEDUCTION OR SET OFF. Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

15. RENT AFTER NOTICE OR SUIT. It is further agreed, by the parties hereto, that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

16. PAYMENT OF COSTS. Lessee will pay and discharge all reasonable costs, attorney fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.

17. RIGHTS CUMULATIVE. The rights and remedies of Lessor under this lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.

18. FIRE AND CASUALTY. In case the Premises shall be rendered untenable during the term of this lease by fire or other casualty, Lessor at its option may terminate the lease or repair the Premises within 60 days thereafter. If Lessor elects to repair, this lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have repaired the Premises within said time, then at the end of such time the term hereby created shall terminate. If this lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or casualty.

19. SUBORDINATION. This lease is subordinate to all mortgages, which may now or hereafter affect the Premises.

20. PLURALS; SUCCESSORS. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease; and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by its or their attorney or agent.

21. SEVERABILITY. Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited by or invalid under

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applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease.

22. WAIVER OF SUBROGATION. Lessor and Lessee agree to have all fire and extended coverage and other property damage insurance which may be carried by either of them endorsed with a clause providing that any release from liability of, or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party. Without limiting any release or waiver of liability or recovery set forth elsewhere in this Lease, and notwithstanding anything in this Lease which may appear to be to the contrary, each of the parties hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies. Notwithstanding the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder or to increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within ten (10) days following written notice, to pay such increased cost keeping such release or waiver in full force and effect).

23. LESSEE'S INSURANCE. Lessee shall procure and maintain policies of insurance, at its sole cost and expense, during the entire term hereof with terms and coverage and companies satisfactory to Lessor and with such increases in limits as Lessor may from time to time request. Prior to the commencement of the term, Lessee shall furnish to Lessor policies or certificates or not renewed without at least thirty(30) days' prior written notice to Lessor and Lessee.

24. LESSEE'S OBLIGATIONS WITH RESPECT TO ENVIRONMENTAL MATTERS

(a) During the term of this lease, (i) Lessee shall comply at its sole cost and expense with all Environmental Laws; (ii) Lessee shall not Manage, or authorize the Management of, any Hazardous Materials on the Premises, including installation of any underground storage tanks, without prior written disclosure to and prior written approval by Lessor, (iii) Lessee shall not take any action that would subject the Premises to the permit requirements under RCRA for storage, treatment or disposal of Hazardous Materials; (iv) Lessee shall not dispose of Hazardous Materials in dumpsters provided by Lessor for Lessee use or otherwise; (v) Lessee shall not discharge Hazardous Materials into drains or sewers serving the Premises; and (vi) Lessee shall not cause or allow the release of any Hazardous Materials on, to, or from the Premises or surrounding land. Notwithstanding anything contained in this Lease to the contrary, Lessee shall reimburse, defend, indemnify and hold Lessor, and its managers, members, officers, directors, shareholders, employees, and agents, free and harmless from and against any and all claims, losses, liabilities, damages, costs, and expenses, including, without limitation, loss of rental income, loss due to business interruption, and reasonable attorneys' fees and costs, arising out of or in any way connected with violations of the foregoing provisions.

(b) "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules in effect and as amended from time to time relating to environmental quality, health, safety, contamination and cleanup, including, without limitation, the Clean Air Act, 42 U. S. C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., and The Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. Section 136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; the Noise Control Act, 42 U.S.C. Section 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. Section 2601 et seq.; the Atomic Energy Act, 42 U.S.C. Section 2011 et seq.; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq.; and the Environmental Protection Act of Illinois ("JEPA"), Ill. Rev. Stat. ch. 1111/2, para. 1001 et seq., and state and local super lien and environmental statutes and ordinances, with implementing regulations, rules and guidelines, as any of the foregoing may be amended from time to time. Environmental Laws shall also include all state,

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regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials (as hereinafter defined).

(c) "Hazardous Materials" shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under FIFRA; asbestos and asbestos-containing materials, PCBs, and other substances regulated under TSCA; source material, special nuclear material, by-product material and any other radioactive materials and radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200 et seq.; and industrial process and pollution control wastes whether or not hazardous within the meaning of RCRA, and any other hazardous substance, pollutant or contaminant regulated under other Environmental Law.

25. SECURITY DEPOSIT. Lessee has deposited with the Lessor the sum of Six Thousand Dollars (\$6000.00) as security for the full and faithful performance of every provision of this Lease to be performed by Lessee. If Lessee defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent, Lessor may use, apply or retain all or any part of said security deposit for the payment of any Rent and any other sum in default or for the payment of any other amount which Lessor may spend or become obligated to spend by reason of Lessee's default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's Default. In any portion of said security deposit is to be used or applied, Lessee shall deposit cash with Lessor within five (5) days after written demand therefor in an amount sufficient to restore the security deposit to its original amount, and Lessee's failure to do so shall be a material breach of this Lease. Lessor (or its beneficiary) shall not be required to keep said security deposit separate from its general funds, and Lessee shall not be entitled to interest on any security deposit.

26. MODIFICATION IN WRITING. No modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon Lessor unless in writing signed by Lessor.

27. HEADINGS. The headings of the Articles and Sections are for convenience only and do not limit, expand or construe the contents of the Sections.


28. TIME OF ESSENCE. Time is of the essence of this Lease and of all provisions hereof.

29. ENTIRE AGREEMENT. All understandings and agreements, oral or written, heretofore made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreement between Lessor and Lessee.

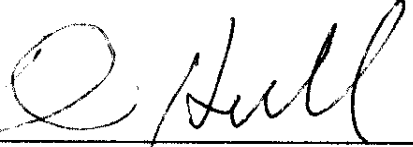
If this instrument is executed by a corporation, such as execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This lease consists of 6 pages numbered 1 to 6 _____, plus a rider consisting of 3 pages, identified by Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this day and year first above written.



 Modteed B. Williams, Lessee



 Donald Hall, Lessor

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RIDER

DJ MW

This Rider is attached to and made a part of that Lease dated January 25, 2016 between DONALD HALL (Lessor) and MODTEES E. WILLIAMS (Lessee) covering the premises commonly known as 5940 S. ASHLAND AVE, CHICAGO, IL. In consideration of the mutual covenants herein contained, the parties further agree as follows:

1. **TERMS.** In the event that any of the terms and conditions of this Rider conflict in any way with the Lease to which it is attached and made a part, the terms and conditions of this Rider shall be controlling with respect thereto.

2. **LEGAL DESCRIPTION.** The legal description of the property which is the subject of this lease is as follows:

LOTS 17, 18 AND 19 IN BLOCK 1 IN DEMAREST SUBDIVISION , IN THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

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3. **LIABILITY INSURANCE.** Lessee shall, during the entire term hereof, keep in full force and effect a policy of liability and property damage insurance with respect to the leased premises and the activities conducted by the Lessee in the leased premises, in which the limits of public liability shall be not less than \$1,000,000.00 per person and \$2,000,000.00 per accident and in which the property damage liability shall be no less than \$300,000.00. The policy shall name Lessor, DONALD HALL, his agents and successors, and Lessee as insureds, and shall contain a clause providing that the insurer will not cancel or change the insurance without first giving Lessor thirty days prior written notice. The insurance shall be placed with an insurance company approved by Lessor and a copy of the policy and certificate of insurance shall be delivered to Lessor on or before Lessee occupies the premises; and Lessee shall provide Lessor with evidence of the renewal of such insurance no less than 15 days prior to the expiration of such insurance coverage or any extended insurance coverage during the term of the lease.

4. **UTILITY, WATER AND SEWER CHARGES.** In addition to payment for all utility services provided for in Paragraph 7. on Page 2. of this lease, Lessee will reimburse Lessor for payment of all bills issued by the City of Chicago for water and sewer services provided by the City of Chicago to the property which is the subject of this lease during the term of the lease or any extended term thereof within ten days after presentation by Lessor to Lessee of all such bills.

5. **HEATING SYSTEM.** Lessee will obtain gas utility service from the public service utility company that services the leased premises; and Lessee will pay for all gas

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utility service to the leased premises. All arrangements for air conditioning of the leased premises, if any, and the cost of providing same will be the responsibility of the Lessee.

6. **CONDITION OF PREMISES.** Lessee hereby accepts the leased premises in strictly "as is" condition, and Lessee will complete all repairs and make all improvements to the leased premises which are necessary for Lessee to occupy the premises for the purpose it intends.

7. **ZONING.** Lessee will comply in all respects with the provisions of all City of Chicago ordinances relating to zoning of the subject property.

8. **EMINENT DOMAIN.** In the event that the City of Chicago or any other governmental body, notifies Lessor that it intends to acquire the leased premises, Lessor shall have the right to terminate this lease upon sixty (60) days notice in writing by Lessor to Lessee.

9. **LATE PAYMENT CHARGE.** A late payment charge in the amount of \$35.00 will be paid by Lessee to Lessor for any rent payment due under this lease that is more than seven (7) days late. In addition, a \$50.00 service charge will be paid by Lessee to Lessor in the event that any check used by Lessee in payment of rent is returned for insufficient funds.

10. **WAIVER OF TRIAL BY JURY.** Lessor and Lessee each waive the right of trial by jury in any action commenced by either Lessor or Lessee to enforce the provisions of this lease or any extension of this lease.

11. **PAYMENT OF RENT.** Unless otherwise directed by Lessor in writing, rent payments made by Lessee to Lessor under this Lease shall be made at 2715 W. 83rd Place, Chicago, IL. Lessor acknowledges receipt of the amount of \$3,000.00 for rent payable under this lease agreement.

12. **POSTING OF NOTICES** Legal notices to Lessee from Lessor posted on the door of the premises will be accepted as proper service on Lessee.

13. **SECURITY DEPOSIT.** Lessor acknowledges receipt of the amount of \$6,000.00 from Lessee as a security deposit to guarantee the faithful performance of the terms and conditions of this lease. Upon the termination of this lease Lessor will promptly return the said security deposit to Lessee less any amounts required to discharge any unfulfilled obligations of Lessee under the provisions of the lease.

14. **OPTION TO PURCHASE.** Lessor hereby grants to Lessee an option to purchase from Lessor the real estate which is the subject of this lease agreement on the following terms and conditions:

- a. The purchase price shall be \$300,000.00.

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b. The option to purchase must be exercised by notice in writing of Lessee's election to exercise the option to purchase, accompanied by earnest money in the amount of \$20,000.00 by cashier's or certified check payable to Lessor, mailed by certified mail to Lessor on or before November 1, 2017.

Lessee may also pay the \$20,000.00 earnest money with One Payment of \$10,000 followed by 10 monthly payments of \$1000.00 each. The total earnest money of \$20,000 must be paid on or before November 1, 2017. All earnest money payments are separate and in addition to the required rent payments, and are non-refundable and will only be construed as payments towards earnest money for executing purchase option.

c. Lessee shall not be in default as to any term or condition of this lease at the time of the exercise of said option, or any attempt to exercise said option shall be null and void in such event.

d. The sale shall be strictly "as is" with respect to the condition of the real estate which is the subject of this option.

e. Closing of the sale pursuant to said option shall take place on or before 30 days after the exercise of the said option by Lessee at the office of Lessor's attorney unless otherwise mutually agreed in writing by the parties hereto.

f. Prior to closing Lessor will provide Lessee with a commitment for title insurance issued by Chicago Title Insurance Company showing title in Lessor subject only to the general exceptions contained in such commitment and matters to which Lessor's conveyance shall be subject as hereinafter set forth. Lessee will pay the balance of the purchase price in the amount of \$280,000.00 by cashier's or certified check payable to Lessor at the time of closing of the sale. General taxes for the years 2017 and subsequent years will be prorated based upon the most recent tax bill for the property. Conveyance of the property by Lessor to Lessee shall be by Warranty Deed subject only to covenants, conditions and restrictions of record; private, public and utility easements, and to roads and highways, if any; and general taxes for the year 2017 and subsequent years. Possession of the property shall be delivered by Lessor to Lessee at the time of closing of the sale.

g. Time is of the essence of this option agreement.

Lessor shall not execute or shall sale of above property nor advertise for sale until the options has expired.

LESSEE:

LESSOR:

~~MODTEES B. WILLIAMS~~ mw
Modteets V. Williams

DONALD HALL

By: Modteets V. Williams

[Signature]