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Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 10/17/2016 04:00 PM Pg: 1 of 20

Property of Cook County Clerk's Office

COMMERCIAL AND INDUSTRIAL LEASE AGREEMENT

Prepared by: Jon Michelle Richardson
332 S. Michigan Avenue
Suite 1032, Unit 3397
Chicago, IL 60604

Mail to: Doris L. Bassett
115 S. Austin Blvd.
1st Floor
Chicago, IL 60644

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COMMERCIAL AND INDUSTRIAL LEASE AGREEMENT

- | | | |
|----|--------------------------|---|
| 1. | Landlord | Estate of Mellissie Jean Gayden |
| 2. | Tenant | Lawrence Pryce, Individually, and Sadonna Johnson, Individually, and Lawrence Pryce and Sadonna Johnson dba Priceless Auto |
| 3. | Address | 105 North Pulaski Road, Chicago, Il. 60624 |
| 4. | Lease Date: | January 1, 2016 |
| 5. | Commencement Date | January 1, 2016 |
| 6. | Ending Date | January 1, 2019 |
| 7. | Term | 3 Year |
| 8. | Security Deposit | \$5,000.00 |

THIS Commercial And Industrial Lease Agreement is made and effective January 1, 2016, by and between Estate of Mellissie Jean Gayden, (Lessor), and Lawrence Pryce and Sadonna Johnson, dba Price Auto, and Lawrence Pryce, Individually, and Sadonna Johnson, Individually, (Lessee), and consists of the herein pages 1 through 18.

WITNESSETH

Premises:

For and in consideration of the Tenant to pay rent and other sums herein provided for, Landlord hereby leases to Tenant those certain premises (the "Premises") designated as 105 North Pulaski Road, Chicago, Illinois, 60624, consisting of commercial and industrial space of approximately 3,5000 square feet interior, 21,173 square feet exterior land, and 115 square feet exterior driveway space, which currently contains an auto body shop, currently doing business as an auto repair shop, namely, Mr. Al and Sons Discount Muffler.

Tenant intends to use the premises as an auto body shop, and or an auto mechanic shop, and or a tire repair shop, and or an auto supply sales shop, and or a used car lot.

Lessor and Lessee acknowledge and agree that Lessee will furnish to the Lessee, fixtures, equipment, furniture, and supplies itemized, and labeled as Exhibit of Fixtures, Equipment, Furniture and Supplies attached hereto, and made a part of this herein Commercial and Industrial Lease Agreement.

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Prior Obligations:

Lessee shall observe and perform all of its obligations under this Lease. Lessee shall be solely responsible for obtaining all necessary licenses, insurance, and permits and other public requirements for its use and occupancy of the premises.

Term:

The term of this lease shall be for a period of three years commencing January 1, 2016, and ending December 31, 2018.

Rent:

Lessee shall pay Lessor as Rent in lawful money of this United States of America or on before the first day of each calendar month during the term hereof. Lessor and Lessee acknowledge and agree that Lessor shall waive the first monthly installment of rent that is due for the month of January 1, 2016.

Lessor acknowledges and agrees that Lessee has paid the security deposit required of \$5,000.00, and the second monthly installment of rent for the month of February 1, 2016, to the Lessor, simultaneous with the execution of this Agreement.

All payments shall be made at the office of Lessor or to such other person or other place that Lessor may from time to time designate in writing in accordance with the following schedule:

Period :	Per Month
Monthly Rent:	\$5,000.00 for the period of January 1, 2016 to December 31, 2016
Monthly Rent:	\$5,500.00 for the period of January 1, 2017 to December 31, 2017
Monthly Rent:	\$5,500.00 for the period of January 1, 2018 to December 31, 2018
Security Deposit:	\$5,000.00 upon execution of this Lease by Lessee, the payment of which is simultaneous, with the acceptance of said Lease by Lessor.

Past Due Rent :

It is expressly agreed that all rent and additional payments which are not made within ten (10) days of their due date shall be subject to a one time late charge of five percent (5%)

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time that a month's rent remains unpaid. Any monies which Landlord advances on Tenant's behalf under the terms of this Lease or other monies due Lessor by Lessee shall be paid to Lessor with interest at the rate of one percent (1%) per month from the date on which the obligation to Lessor is incurred to the date of the payment of monies due under this Lease. Said sum shall be made in the form of cashier's check or money order. If any check issued by Lessee be returned to Lessor for any reason, a charge of Fifty Dollars (\$50.00) may be assessed by the Lessor for each returned check. If the Tenant refuses to pay the above charges, the security deposit may be reduced by the unpaid obligations.

Security Deposit:

The amount of the security deposit is \$5,000.00. The parties agree that the \$5,000.00 security deposit shall be paid on or before December 22, 2015, and that such security deposit was paid. Lessee shall deposit said sums with Lessor as security for the full and faithful performance by Lessee of the terms and conditions on Lessee's part to be performed, which sum shall be returned to Lessee after the time fixed as the expiration of the term herein or any extension thereof, provided Lessee has fully and faithfully carried out all of the terms, covenants and conditions on Lessee's part to be performed.

Lessor may return the security to the original Lessee, regardless of any assignment of the within lease, in the absence of evidence satisfactory to Lessor of an assignment of the right to receive such security or any part of the balance thereof.

In the event of default by Lessee and such default is not timely cured as herein provided in respect to any of the conditions, terms, covenants or provisions of the within lease, including without limitation the payment of rent and additional rent, Lessor may use, apply or retain all or any part of said security deposit for the payment of any unpaid rent and additional rent, or other amount (s) which Lessor may be required to spend by reason of Lessee's default, including any damages or deficiency in the letting of the Premises, whether the accrual of such damages or deficiency occurs before or after eviction or other re-entry by Lessor.

Lessee shall not be entitled to interest on the aforesaid security.

Purpose:

Tenant shall use the premises solely for the described purpose of a auto body shop, and or an auto mechanic shop, and or a tire repair shop, and or an auto supply sales shop, and or a used car lot.

Lessee further agrees that during the term of this Lease, Lessee shall not, without prior written consent of the Lessor, add a new line of services or merchandise which goes beyond the scope of the business described herein.

3.

Lessee shall not use or permit upon said premises anything that will increase the rate of

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insurance thereon, or anything that may be dangerous to life or limb; and will do nothing and suffer nothing to be done upon said premises in any way tending to create a nuisance or to injure the reputation of the building or to annoy occupants of neighboring property; and will comply with all laws, ordinances and building, health and police regulations respecting said premises, and will not use said premises for any immoral or illegal purposes.

As Is Condition

Lessee acknowledges that they have inspected the Premises, except as may be provided otherwise in this Lease, Lessee accepts the space in its present, "as is condition. Lessee will have 30 days to complete Lessee's improvements at Lessee's expense from the date of occupancy, namely, January 1, 2016.

Tenants' Proportionate Share:

For purposes of this Lease, "Tenant's Proportionate Share" shall mean One Hundred (100%) which is the ratio of the area of the premises to the area of all of the rentable building space on the property, inclusive of driveway, vacant land and parking lot (s).

Taxes:

Lessor shall be responsible for the timely payment of real estate taxes assessed by the City of Chicago.

Common Area Maintenance: Repairs; Insurance

Lessee shall be responsible for the Common Area Maintenance of the premises and shall include the following: regular cleaning and snow removal of sidewalks and entryways on or adjacent to the premises; landscaping; and the removal of trash from the sidewalks and curbs. Lessee shall perform these duties at Lessee's expense, in which case Lessee shall not be responsible for Common Area Maintenance charges, provided that all maintenance is performed in a satisfactory manner. In the event that Lessor believes maintenance is not being performed in a satisfactory manner, before commencing work at Lessor's direction as contemplated by the next paragraph, Lessor shall first provide Lessee with written notice of the deficiencies in maintenance and give Lessee two (2) business days to correct such deficiencies.

If the Lessee fails to perform the Common Area Maintenance, in accordance with the preceding paragraph and has not cured such defects in accordance with the preceding paragraph, Lessee shall pay to the Lessor as additional rent, simultaneously with each

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month's installment of Base Rent, One Hundred and Twenty Percent (120%) Common Area Maintenance Charges as reasonably estimated by Lessor that will allow the Premises to remain in a clean and healthy condition. For purposes of this Lease, Common Area Maintenance Charges shall mean the total cost incurred by Lessor for the expenses incurred in performing the maintenance of the premises as aforementioned mentioned.

Insurance and Indemnity:

Lessee agrees to insure to save and hold harmless Lessor, its' agents, and its' respective successors, and that it be indemnified from all injury, loss, claims for bodily injury or

damage to any person or property while on or about the premises occasioned by an act or omission of Lessee, or anyone claiming by, through or under Lessee. Said insurance shall be maintained with a responsible company approved by Lessor, insuring Lessee and or its' agents, as its' agents may appear, against all claims, demands or actions for injury to or death of any one (1) person in an amount of not less than \$1,000,00.00 and for injury to or death or more than one (1) person in any one (1) accident in an amount of not less than \$1,000,000.00 and for damage to property in an amount of not less than \$500,000.00 made by or on behalf of any person, firm or corporation, arising from, related to, or connected with the conduct and operation of Lessee's business in the premises.

Lessor shall have the reasonable right, upon at least thirty (30) day's advance written notice to Lessee, to direct Lessee to increase said amounts whenever Lessor considers the same to be inadequate. Lessor shall be named as Loss-Payee where applicable.

Lessee shall carry like coverage against loss or damage by boiler or compressor or internal explosion of boiler or compressors, if there is a compressor in the leased premises and maintain plate glass insurance on all risk contents insurance with such extended coverage endorsements as Lessor from time to time require.

Lessee shall carry like coverage against fair market value for loss or damage to the fixtures, equipment, furniture, and supplies as itemized, and labeled as Exhibit of Fixtures, Equipment, Furniture and Supplies attached hereto, and made a part of this herein Commercial and Industrial Lease Agreement.

The subject insurance policies shall provide that it will not be subject to cancellation, termination or change, except after at least thirty days (30) days prior written notice to Lessee and Lessor.

The policies or duly executed certificates for the same (which certificates shall evidence the insurance waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Lessor on or before the date Lessor takes possession of the premises.

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Notwithstanding the foregoing, whenever any loss, cost, damage or expense resulting from fire, explosion or any other casualty is incurred by either of the parties to this Lease in connection with the Premises, and such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the right of subrogation. The party so insured shall have the right within thirty (30) days following written notice to pay such increased cost, thereupon keeping such release and waiver in full force and effect.

Utilities:

Lessee shall pay, in addition to the rent above specified, gas, electric and water bills levied or charged on the Premises, for and during the lease term or any extension. In case said bills for gas, electric and water shall not be paid when due, Lessor shall have the right to but need not 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 herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

Lessor shall furnish to Lessee water from municipal mains through existing pipes, and Lessor shall be responsible for the payment of costs of such water as may be charged by the municipality or such other public utility, if any, as shall enable Lessor to furnish said water to Lessee.

Lessee hereby acknowledges that the Premises are rented to Lessee by Lessor unheated and Lessee does hereby agree to furnish Lessee's own heat and to maintain at Lessee's sole expense, heating apparatus presently installed on the Premises and owned by Lessor. Lessee promises and agrees on and after the date of the commencement of this Lease, to maintain, repair and/or replace said heating apparatus, all at Lessee's sole expense. Lessor makes no representation or warranty expressed or implied with respect to the operating condition or repair of said heating apparatus. All of said heating apparatus furnished by Lessor shall be the sole property of Lessor, and Lessee promises and agrees that at the termination of this Lease, for any cause whatsoever, including the expiration of the term hereof, to surrender said heating apparatus unto Lessor, as the same may have been replaced or repaired by Lessee.

Quiet Enjoyment:

Lessee, upon paying the monthly rent and performing all the covenants and agreements herein contained to be by Lessee performed, shall and may peacefully and quietly have, hold and enjoy the Premises for the term of this Lease.

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Subletting:

The Premises shall not be sublet in whole or in part to any person other than Lessee and Lessee shall not assign this Lease without in each case, Lessor's prior written consent thereto; nor offer for lease or sublease the Premises or any portion thereof by placing "To Rent" or similar signs, notices or ads in any place whatsoever, without Lessor's prior written consent obtained.

Condition of Fixtures, Equipment, Furniture and Supplies:

Lessee acknowledges that they have inspected the fixtures, equipment, furniture and supplies, and Lessee accepts the fixtures, equipment, furniture, and supplies in their present, "as is" condition, and acknowledges receipt of the same in good order and repair and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the fixtures, equipment, furniture and supplies by Lessor or Lessor's agent prior to or at the execution of this Lease that are not herein expressed. At the termination of this Lease, by lapse of time or otherwise, Lessee will return said fixtures, equipment, and furniture to the Lessor in as good condition as when received, loss by fire and ordinary wear excepted.

Tenant Improvements:

Lessee, at Lessee's sole cost and expense, shall be responsible for all surface modifications, improvement, or decoration work necessary for the operation of Lessee's business. As regards to any structural or exterior changes, Lessor's prior written consent is required. Lessee shall deposit with Lessor full waivers of lien for all labor, materials and supplies involved within seven (7) days of substantial completion of said work.

All of Lessee's work shall be done in accordance with all applicable statutes, ordinances, regulations and codes. Lessee shall provide Lessor copies of any Conditional Sales Agreement or Lease relating to improvements installed by Lessee (including signs).

All Lessee's improvements (except trade fixtures) shall become the property of the Lessor upon the expiration of the term of this Lease, provided, however, that Lessor may, by written notice given not less than thirty (30) days prior to the expiration of the term, direct that all Lessee improvements be removed by Lessee prior to the termination of the Lease. In such event, Lessee shall repair any damage or injury to the premises caused by such removal.

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Mechanics' Lien:

Lessee will not permit any mechanic's lien (s) to be placed on the Premises because of any alterations, improvements, remodeling or repairs made by Lessee. Lessee shall not do any act or thing to create any mechanic's lien or claim for lien against the Premises, or any interest thereon, for improvements at any time placed thereon.

Lessee, Lessee's successors and assigns, Lessee's contractors and subcontractors and all persons whomsoever, hereby waive and disclaim all claims and all right to any mechanic's lien for work and or material, for the furnishing or doing of any matter or thing permitted or required by any laws, ordinances or regulations now or hereafter in force, or by the terms of this Lease or otherwise, done with or without the knowledge or consent of the Lessor.

Any claim for lien upon said Premises or the improvements at any time placed thereon, arising from any act or omission of the Lessee, shall accrue only against the leasehold estate of the Lessee, and shall in all respects be subject to the paramount title and rights of the Lessor in, and to said Premises.

The whole world, and particularly every person furnishing, manufacturing or preparing any materials, fixtures, apparatus or machinery for or on account of the Premises or improvements at any time to be placed thereon or the appearances or furnishings, or performing any labor or service in, upon and about the Premises or said improvements of which it is a part, or dealing in any wise with the Lessee or anyone claiming under Lessee, shall take and be held charged with notice of this condition.

In the event that any mechanic's lien shall be filed against the Premises or the property of which it constitutes a part, Lessee shall promptly pay or otherwise have the same satisfied and discharged of record. In the event Lessee fails to do so, and if the default has continued for ten (10) days after written notice thereof from Lessor to Lessee, Lessor shall have the right and privilege, at Lessor's option, to pay the same or any portion thereof without inquiry as to the validity thereof, and any amount so paid, including expenses and interest, shall be additional indebtedness due hereunder from the Lessee to the Lessor and shall be repaid to Lessor immediately on rendition of a billing therefore.

Notwithstanding anything herein to the contrary, Lessee is herewith given the option, without jeopardizing Lessor's rights herein, to contest the validity of any such lien placed upon the Premises, providing Lessee acts in good faith and diligently pursues said contest by first notifying Lessor in writing thereof, and obtaining and furnishing Lessor a surety bond or letter of credit from an insurance company or other financial institution qualified and authorized to issue such bond or credit letter, in an amount not less than One and one-quarter (1 ¼) times the amount of such lien or at the election of the Lessee by depositing with a Trust Company authorized to do business in Illinois, as Escrowee, forthwith, cash

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amounting to one and one-quarter times the amount of such lien or securities amounting to

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one and one half times the amount of such lien, which sum or securities said Escrowee shall hold until such lien shall either have been finally adjudicated by a court of competent jurisdiction to be invalid and unenforceable, or shall have been paid and satisfied. When either of said events last mentioned shall have occurred and adequate evidence thereof shall have been delivered to Lessor, Escrowee shall then return said deposit to Lessee. Lessee shall be responsible for the entire cost of said Escrow.

Trade Fixtures:

All trade fixtures that are attached to the Premises by Lessee may be removed at the expiration of the tenancy hereby created, provided the Premises are restored by Lessee to the condition thereof prior to the attachment of such trade fixtures. All trade fixtures and other property not so removed by Lessee prior to the expiration of the tenancy shall become the property of Lessor on the tenth (10th) day following the date of written notice delivered by the Lessor to Lessee requesting the removal of said trade fixtures and other property.

Waiver of Claims:

Lessor shall not be liable to Lessee for any damage or injury to Lessee or Lessee's property occasioned by failure of Lessor to keep the Premises in repair, and Lessor shall not be liable for any injury done or occasioned by or from wind, or defect of plumbing, electric wiring or insulation thereof, gas, water, or steam pipes, or from broken stairs, porches, railings or walks, or from backing up of any sewer pipe or down spout, or from bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain or any other pipe or tank in or about the Premises or the building of which they are a part; nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under Lessee's control, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place at or near the Premises, or otherwise; nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or other building material or object (s); nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same or of adjoining or contiguous buildings, or of owners of adjacent or contiguous property, or of Lessor or Lessor's agents, all claims for any such damage or injury being hereby expressly waived by Lessee.

Fire & Casualty:

If damage by fire or other casualty to the building in which the Premises are located is so extensive as to amount practically to the total destruction of the Premises or of such building, this Lease shall terminate and the rental shall be apportioned to the time of the damage. In all other cases where the Premises are damaged by fire or other casualty,

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Lessor shall repair the damage with reasonable dispatch and if the damage has rendered

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the Premises untenable, in whole or in part, rent shall be apportioned until the damage has been repaired. Delays caused by inability to procure materials and or labor, riots, national emergency, acts of God, or of a public enemy, governmental laws or regulations, or other cause beyond the Lessor's control shall be considered in determining what constitutes "reasonable dispatch".

Condemnation:

If during the term hereof, the Premises or any part hereof are taken in condemnation proceedings for any public or quasi-public use, this lease and the term hereby granted shall terminate and expire on the date possession is taken by the condemnor and the rent herein reserved shall be apportioned and paid in full to that date and all prepaid rent shall forthwith be repaid by Lessor to Lessee and neither Lessor nor Lessee shall be liable to the other for rent, damage or otherwise for or by reason of any matter or thing occurring thereafter. Provided, however, that if a part only of the Premises be so taken or condemned, and the remaining portion of the Premises shall be adequate and suitable for use for its business purposes, then, this lease shall continue in full force and effect except that the rent herein reserved shall be diminished in the proportion that the floor area of the part so taken or condemned shall bear to the total floor area of the Premises immediately prior to such taking. In such case Lessor shall at Lessee's expense, as speedily as circumstances permit, repair such damage to the demised premises and the building (s) wherein the same are located as shall have been caused by such partial condemnation and taking.

Waiver of Liability:

Neither Lessor nor Lessee shall be liable to the other for any loss or damage to property or injury to or death of persons occurring on the Premises or in the adjoining properties, sidewalks, alleys or streets, or in any manner growing out of or connected with Lessee's use and occupancy of the Premises, or the conditions thereof, or of sidewalks, streets or alleys adjoining, caused by the negligence or other fault of Lessor or Lessee or of their respective beneficiaries, agents, employees, sublessees, licensees or assignees, to the extent that such loss or damage to property or injury to or death of persons is covered by or indemnified by proceeds received from insurance carried by other party, regardless of whether the insurance is payable to or protects Lessor or Lessee or both, or for which such party is otherwise reimbursed; and Lessor and Lessee each hereby respectively waives all right of recovery against the other, their beneficiaries, if any, and their or their beneficiaries' agents, employees, sublessees, licensees and assignees, for any such loss or damage to property or injury to or death of persons to the extent the same is covered or indemnified by proceeds received from any such insurance, or for which reimbursement is otherwise received. Nothing in this clause contained shall be construed to impose any other or greater liability upon either Lessor or Lessee than would have existed in the absence of the clause.

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Subordination to Mortgage (s):

Lessee agrees that Lessee's rights under this Lease are and shall always be subordinate to the lien of any mortgages or trust deeds now or hereafter placed from time to time upon the land and building of which the Premises are a part, and to all advances hereafter made from time to time upon the security thereof. Lessee shall, on written demand from Lessor, execute such other and further instruments or assurances subordinating this Lease to the lien (s) of any such mortgages or trust deeds. It is expressly understood and agreed that while this Lease and the rights of Lessee hereunder shall be and remain subordinate to any such mortgages or trust deeds, so long as Lessee shall keep and perform the terms, covenants and conditions of this Lease contained on the part of Lessee provided to be kept and performed, the right of Lessee to continue to occupy the Premises and to conduct business therein shall not be disturbed by any foreclosure or other proceeding by the holder (s) of any indebtedness secured by any such mortgage or trust deed, or by any trustee, receiver or any other person claiming by, through or under such holder of such trust deed or mortgage.

Default; Lessor's Remedies:

(a) If any default of Lessee in performing or complying with any covenant, condition or agreement hereunder shall:

(1) Continue uncorrected for five days after written notice thereof to Lessee with respect to the non-payment of rent, including additional rent, if any, herein provided for;

(2) Continue uncorrected for twenty days after written notice thereof to Lessee with respect to default in the performance of any other covenant, condition or agreement to be kept or performed by Lessee; then

Lessor may treat such default as a breach of this Lease, and without further notice or demand, resort to Lessor's remedies as hereinafter set forth. No default referred to in sub-paragraph (ii) immediately foregoing shall be deemed uncorrected if within the twenty days following notice thereof, Lessee shall commence and continue the correction of same with due diligence, and provided further, that such default does not involve the failure to perform an undertaking prior to a date which may not be extended for any reason whatsoever.

(b) In addition to all other rights and elections provided in this Lease and all other legal or equitable remedies or damages provided by law, Lessor may elect, in the notice given pursuant to sub-paragraph (a) (1) and or (2) above, to:

(i) Terminate this Lease and re-enter and re-take possession by summary proceedings or

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otherwise, and Lessee shall thereupon be obligated to pay to Lessor as liquidated damages, a sum of money equal to the minimum annual rental due for the balance of the term, less the fair rental value of the Premises for the balance of the term; or

(ii) Terminate Lessee's right or possession without terminating this Lease and re-enter and re-take possession by summary proceedings or otherwise, expel Lessee and remove all property therefrom and relet the Premises for the Lessee's account and receive the rent therefrom. Lessor shall make reasonable efforts to relet the Premises to a responsible tenant at the best possible rent. Lessor may, on behalf of Lessee, perform any of the covenants, conditions and agreements to be performed by Lessee as required herein, and any sums so expended shall become due and payable within five days after written demand therefore is given by Lessor to Lessee. Lessee shall be obligated to pay Lessor all sums due as aforesaid, the costs of reletting, including without limitation, alterations, redecorating and real estate broker's fees and commissions, and the rental provided for herein, less any sums received by Lessor upon reletting of the Premises.

Lessor shall have a first lien upon the interest of Lessee under this Lease, to secure the payment of all moneys due under this Lease, which Lien may be foreclosed in equity at any time when money is overdue under this Lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.

In the event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien 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 request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, terminated by the service of any five day notice, other notice to collect, demand for possession or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act (s) resulting in termination of Lessee's right to possession of the Premises. Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner affect, waive, change or alter any rights or remedies Lessor may have by virtue hereof.

UNOFFICIAL COPY**Notices:**

Notices may be served on either party, at the respective following addresses, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses, in which event the notice shall be deemed to have been served at the time the copy is mailed.

Landlord:

Estate of Mellissie Jean Gayden
% Independent Executor, Doris Lee Bassett
115 South Austin Avenue, 1st Floor
Chicago, Illinois 60651
773-744-0763 (telephone)

Tenant:

Lawrence Price and Sadonna Johnson
dba Priceless Auto
%Lawrence Pryce
14332 Woodlawn Avenue
Colton, Illinois 60419
708-798-0041 (telephone)

Lawrence Price and Sadonna Johnson
dba Priceless Auto
%Sadonna Johnson
2044 West Birchwood Avenue
Chicago, Illinois 60645
773-875-0337 (telephone)

Lawrence Pryce, Individually
14332 Woodlawn Avenue
Colton, Illinois 60419
708-798-0041 (telephone)

Sadonna Johnson, Individually
2044 West Birchwood Avenue
Chicago, Illinois 60645
773-875-0337 (telephone)

The parties hereto may designate such other address as either party may have furnished by written notice thereof to the other party hereto. The effective date of such notice shall be (3) days after delivery of the same to the United States Post Office for mailing.

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Exculpatory Provisions:

Anything herein to the contrary notwithstanding, it is expressly stipulated and agreed by and between the parties hereto, that each and all the warranties, covenants, undertakings and agreements herein made on Lessor's part, while in form purporting, except as otherwise herein expressed, to be the representation, covenants, undertakings and agreements of the Lessor, are nevertheless each and every one made and intended not as personal representations, covenants, warranties, undertakings and agreements by Lessor or for the purpose or with the intention of binding said Lessor personally, but are made and intended for the purpose of binding only that portion of the trust property specifically leased hereunder, and this lease is executed and delivered by said Lessor not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; that no duty shall rest upon Lessor to sequester the Trust Estate or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Bank on account of this lease or on account of any warranty, representation, covenant, undertaking or agreement of said Lessor in this lease contained, either expressed or implied, all such personal liability being expressly waived and released by the Lessee herein and by all persons claiming by, through or under said Lease.

First Right To Purchase:

In the event the Lessor or its' assignees decides to sell the property located at 105 North Pulaski Road, Chicago, Illinois, 60624, the Lessee shall have the first right to purchase said property.

If Lessor notifies Lessee of its intent to sell the property and Lessee notifies Lessor that it elects to purchase the premises pursuant to this First Right To Purchase, the Lessor and Lessee shall within three (3) business days there from, enter into a contract of purchase and sale, with the market value price to be determined by third party Appraisal.

Provided further that once Lessee makes such an election to purchase the Premises, the First Right to Purchase shall not be subject to being withdrawn by Lessor within the three (3) business days before the execution of the contract for sale.

Miscellaneous Provisions:

(a) Provisions typed on this lease and all Riders attached hereto and signed by Lessor and Lessee are hereby incorporated herein and made an integral part of this Lease.

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(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter

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required by Lessor, which may be necessary for the proper and orderly care of the building of the Premises are a part provided, however, that such rules and regulations shall not be in diminishment of the rights granted to Lessee pursuant to the terms, conditions and covenants as set forth in this Lease.

(c) All covenants, and agreements herein shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

(d) All rights and remedies herein created are cumulative and the use of one remedy shall not exclude or waive the right to use of another.

(e) The words "Lessor" and "Lessee" whenever used in this Lease shall be construed to mean Lessors and Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firm or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed.

(f) If any provision (s) or portion of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable under applicable law, such event shall not effect or render invalid or unenforceable the remainder of this Lease nor any other provision (s) or portion hereof, nor shall it affect the application of any provision (s) or portion hereof to other persons or circumstances.

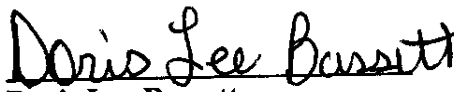
Remedies Cumulative:

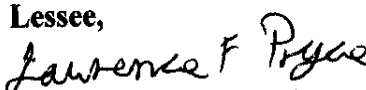
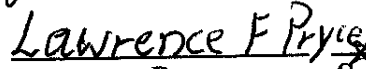
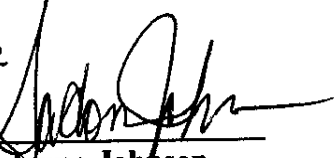
All remedies provided in this Lease are distinct and cumulative to any other right or remedy under this Lease or afforded by law or equity, and may be exercised concurrently, independently or successively.

Joint and Several Liability:

All covenants, agreements and liability of the tenants, Lawrence Pryce, and Sadonna Johnson, and Lawrence Pryce and Sadonna Johnson dba Priceless Auto, shall be joint and or several, upon the election of the Lessor.

Witness the hands and seals of the parties hereto, on this date of December 22, 2015.

Lessor,
Estate of Mellissie Jean Gayden,

Doris Lee Bassett,
Independent Executor of the
Estate of Mellissie Jean Gayden

Lessee,


Lawrence Pryce, Individually

Sadonna Johnson,
Individually

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Lessee,

Lawrence Price and Sadonna Johnson,
dba Priceless Auto
Lawrence F Pryce
Lawrence F Pryce *Sadonna Johnson*
Lawrence Pryce Sadonna Johnson

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT OF FIXTURES, EQUIPMENT, FURNITURE AND SUPPLIES**




<u>Description of Item</u>	<u>Quantity</u>
Air Compress	1
Argon	2
Battery Charger	1
Brake Lift	1
Cabinet (red/black)	2
Cabinet holding nuts and bolts	1
Car Vac	1
Dolley	2
Drive on Lift	3
Fan on stand	1
Fire Extinguisher	1
Gas Tanks	5
Electric Hot Water Tank	1
Jack Stand	2
Step Ladder	1
Ladders	2
Matco Tool Box	1

Property of Cook County Clerk's Office

 D&B
 L.P.
 S.P.

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Muffler Stand	1
Oil Tank	1
Oxygen	6
Pipe Bender	1
Pipe Stand	1
Propane	4
Side by Side Lift	2
Tray Stand	1
Water Hose	1
Welder Tank	1
Wheel Tool Stand	1
Work Bench	1
Air Conditioner	1
Pop Machine	1
Chairs	5
Stool	1
Safe	1
Desk	1
Chairs	2
File Cabinets	1

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LEGAL DESCRIPTION FOR 105 NORTH PULASKI, CHICAGO, ILLINOIS, 60624:

Lots 43 to 47 both inclusive, and that part of Lots 48, 49, and 50, lying north of a line described as follows: Beginning at the southeast corner of said Lot 50 and running thence northwesterly along a straight line which forms an angle (measured in the north west quadrant) of 86 degrees 2 minutes 40 seconds with the east line of said Lots 46 to 50, a distance of 10.47 feet thence continuing northwesterly along the arc of a circle having a radius of 198.70 feet convex southwesterly and tangent to the above described arc of 198.70 feet radius, a distance of 15.56 feet, then northwesterly and northerly along the arc of a circle having a radius of 12 feet, convex westerly and tangent to the above described arc of 100 feet radius, a distance of 9.85 feet to its point of tangency with the west line of said Lots 46 to 50 at a point thereon which is 66.43 feet south of the northwest corner of said Lot 46, all in Houston's Subdivision of that part lying South of Lake Street of the west 10 acres of the south west ¼ of Section 11, Township 39 North, Range 13 East of the third principal meridian, excepting therefrom that part of Lots 49 and 50 taken for widening of Washington Boulevard as per case number 70 L 14802, in Cook County, Illinois