

UNOFFICIAL COPY

CDG-19, 435-30-01-11
85276168

85276168

LESSEE'S ASSIGNMENT OF LEASE

WHEREAS, under date of August 1, 1985, Gus Tountas and Nick Tountas and Gus Meat Company, Inc., Co-borrowers, as Lessee (hereinafter called "Assignor") entered into an Indenture of Lease with Parkway Bank and Trust Company as T/U/T agreement dated September 6, 1985, Trust #7407, as Lessor, (hereinafter called "Lessor") under which Indenture of Lease the Lessor demised to Assignor premises situated at 3021 N. Cicero, Chicago, 60641 (and described in Ex. "A" attached hereto) Cook, State of Illinois, which said premises are more particularly described in said Indenture of Lease, subject to the reservations and rights set forth therein, for the term from August 1, 1985 to November 30, 2000; and

WHEREAS, Assignor heretofore made application to Greater North-Pulaski Local Development Corporation, 4054 W. North Av., Chgo, IL, 60639 and the U.S. Small Business Administration, 219 S. Dearborn, Chicago, IL 60604, (hereinafter called "Assignee" or "Payee") for a loan in the amount of \$472,000.00 Four Hundred Seventy-two Thousand and no/100 DOLLARS, which loan has been conditionally authorized; and

WHEREAS, said loan is evidenced by a Note dated November 5, 1985, executed and delivered by Assignor, payable in the order of Assignee, in the principal amount of (\$472,000.00) Four Hundred Seventy-two Thousand & no/100 DOLLARS, bearing interest at the rate of ** per cent per annum, said principal and interest being payable as in said Note provided (said Note and any note or notes given in extension or renewal thereof being hereinafter referred to as the "Note"); and

WHEREAS, one of the conditions for the making of said loan or any part thereof is the assignment by said Assignor to the Payee named in the above described Note of Assignor's interest in said lease as collateral security for the indebtedness evidenced by the said Note;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, and as an inducement to Assignee to make disbursement of said loan, or any part thereof, the Assignor does hereby convey, assign, with the right of re-assignment, transfer and set over unto Assignee all its right, title and interest in, to and under said lease.

**to be determined at time of debenture sale.

MhK Form 38 (10-70)

Lots 230, 231, 232, 233, 234, 235, 236, 237 and 238 in Koester and Lander's Section Line Subdivision of the North West 1/4 of the North West 1/4 of Section 27, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Exhibit 'A'

85276168

PROPERTY ADDRESS: 3021 N. CICERO AVE., CHICAGO, IL 60641

TAX I.D. #: 13-27-108-010

THIS INSTRUMENT PREPARED BY: STEPHANIE J. HAYES, 33 N. DEARBORN, CHGO 60602

MAIL TO: STEPHANIE J. HAYES - 33 N. DEARBORN, # 1901, CHICAGO, IL 60602

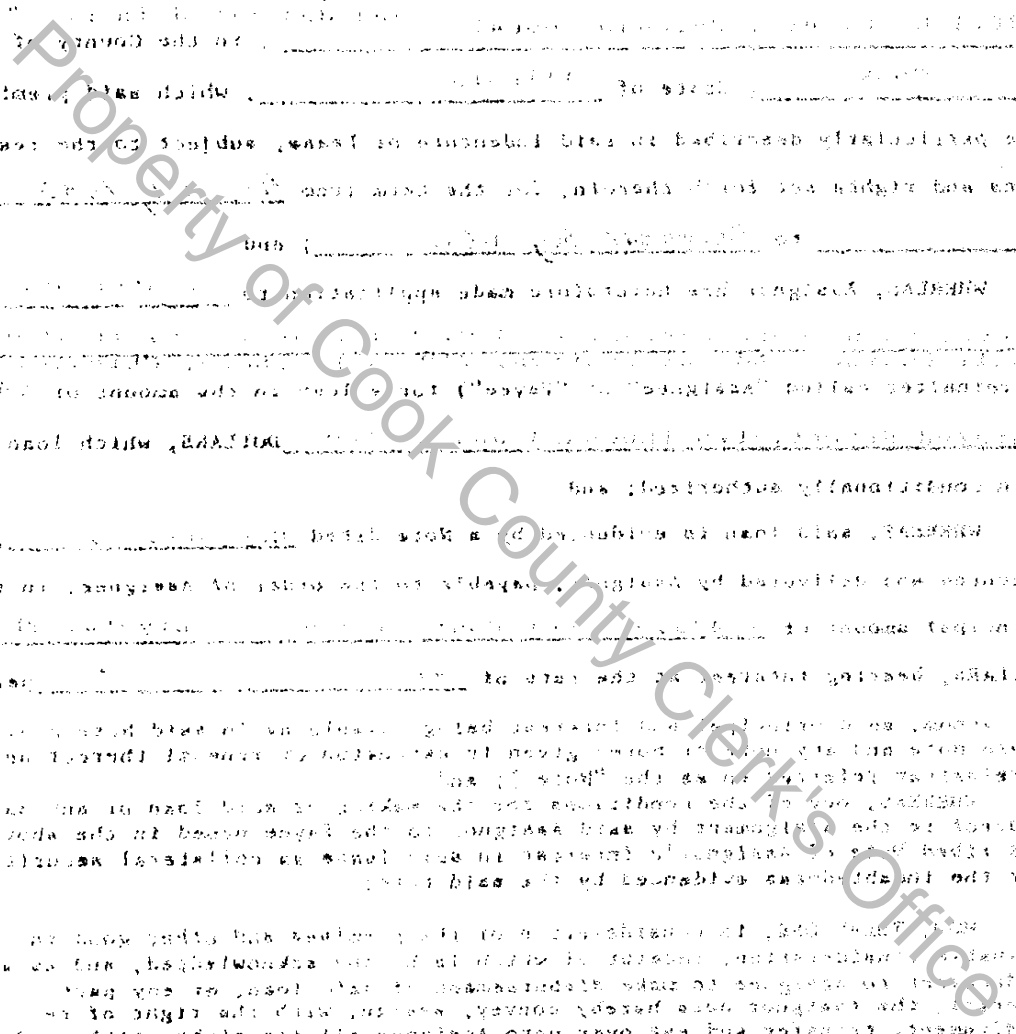
85276168

UNOFFICIAL COPY

69187604

State of Illinois

IN SENATE, January 11, 1910.
REPORT OF THE COMMISSIONERS OF THE LAND OFFICE.
PART I.
THE LANDS BELONGING TO THE STATE OF ILLINOIS.
CHAPTER I.
GENERAL STATEMENT.
The following table shows the lands belonging to the State of Illinois, as of January 1, 1890.
The total area is 1,112,000 acres.
The lands are divided into three classes:
1. Lands reserved for public use.
2. Lands reserved for private use.
3. Lands reserved for agricultural use.
Detailed description of land parcels follows in subsequent sections.



(10-11) 68 7000-100

PROPERTY ABSTRACT: JOHN M. COOK, CHAIRMAN OF BOARD
THE INSTRUMENT PREPARED BY STEPHEN J. HAYES, 23 W. MADISON ST.
MADE AT: STEPHEN J. HAYES - 23 W. MADISON ST. CHICAGO, ILL. 60604

UNOFFICIAL COPY

8 5 2 / 6 1 0 8

Notwithstanding anything herein contained to the contrary, this assignment is made upon the express understanding and agreement that so long as Assignee, or the holder of the Note, has not entered into possession of the property covered by said lease, Assignee, or the holder of the Note, shall not be liable for the performance of any of the obligations, agreements, and covenants, including but not limited to the obligation to pay rent, made or assumed by Assignor as Lessee in connection with said lease and that said Assignor shall, notwithstanding this Assignment, remain liable for the performance of all such obligations, agreements and covenants, including but not limited to the obligation to pay the balance of the rent provided for under said lease as it accrues,

The Assignor hereby covenants and agrees that the Assignor will not modify or rescind the lease hereby assigned, or any of the terms thereof, without in each instance first obtaining the written consent of the Assignee; and that the Assignor will not enter into any new lease or leases of the premises hereinabove identified, or any agreement for the use or occupancy of the premises hereinabove identified or any part thereof, without such written consent of the Assignee.

DATE this Fifth day of November, 1985.

89192298

Gus Meat Company, Inc.

Attest: Gus Tountas

By: Nick Tountas

MAIL

16.00

DEPT. OF RECORDING 116 30
RECORDING DIVISION 10/17/85
89192298-2176168

89192298

UNOFFICIAL COPY

... ..
... ..
... ..
... ..
... ..
... ..
... ..
... ..
... ..
... ..
... ..

... ..
... ..
... ..
... ..
... ..
... ..
... ..
... ..
... ..
... ..
... ..

... ..

... ..

... ..



... ..

Property of Cook County Clerk's Office

RE-10798

(01-01) 88 0000 0000

8 5 2 7 6 1 5 0

LESSOR'S CONSENT TO ASSIGNMENT OF LEASE

The undersigned, Parkway Bank and Trust Company as T/U/T
agreement dated September 6, 1985, and known as Trust # 7407

as Lessor in the lease identified in the foregoing Assignment of Lease, hereby joins in said instrument for the purpose of consenting to such assignment, and to all of the terms and conditions thereof, except, that this consent shall not be deemed or construed to authorize any reassignment of the aforesaid agreement of lease, whether voluntarily, by obligation of law, or otherwise, without the consent in writing of the Lessor thereto in each case first had and obtained. The undersigned hereby certifies that ~~it~~-he- has/have no agreements with Assignor with respect to the property covered by the lease or any part thereof, other than those contained in the said Indenture of Lease, for the period covered by such lease, that said lease is valid and binding in accordance with its terms, and that no defaults presently exist thereunder.

Further, the undersigned agrees that so long as the Assignee has not entered into possession of the premises covered by said lease for the purpose of operating the business, it shall not be liable for the rent or any of the obligations of the Assignor who shall remain liable for the rent and all other obligations contained in said lease.

The undersigned agrees to give the Assignor and the Assignee thirty (30) days' written notice of any default under the terms of said lease as a condition precedent to the termination of the lease before taking any action for the purpose of terminating same for a breach of any covenant, agreement or condition contained in the lease. Such notice shall specify the nature of the alleged default and if such default shall be cured either by Assignor or Assignee within said thirty (30) day period then and in that event the Lessor shall not have the right to terminate the lease pursuant to such notice.

Lessee, its successors or assigns, is hereby granted the privilege to remove at any time any property brought upon the premises or improvements made thereon irrespective of the manner in which such property or improvements may be constructed or affixed to the premises.

The foregoing shall constitute an amendment to the said lease and the provisions hereof shall govern if in conflict with any of the provisions contained in the original lease.

DATED, this fifth day of November, 19 85

Parkway Bank and Trust Company as T/U/T

dated Sept. 6, 1985, Trust # 7407 as Trustee
and not individually.

Attest: Rosemary Bell
ASST. VICE PRESIDENT-ASST. TRUST OFFICER

By: [Signature]
ASST. VICE PRESIDENT-ASST. TRUST OFFICER

This document is filed by Parkway Bank & Trust Co., not
a party hereto, in connection with the Assignment
of Lease Agreement, Trust # 7407, dated Sept. 6, 1985,
between Parkway Bank and Trust Company as Trustee and
Assignor and [Name], as Assignee, which is a part of
the records of the Trust Company. The undersigned hereby
certifies that the assignment of the lease is valid and
binding in accordance with its terms, and that no defaults
presently exist thereunder. The undersigned hereby
certifies that it has/have no agreements with Assignor
with respect to the property covered by the lease or any
part thereof, other than those contained in the said
Indenture of Lease, for the period covered by such lease,
that said lease is valid and binding in accordance with
its terms, and that no defaults presently exist thereunder.

85276168

UNOFFICIAL COPY

STATE OF ILLINOIS

The undersigned, Clerk of the Court, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Court.

Witness my hand and seal of office at Springfield, Illinois, this _____ day of _____, 19____.

Clerk of the Court

Notary Public

Attorney at Law

Witness

DATE: _____ day of _____, 19____

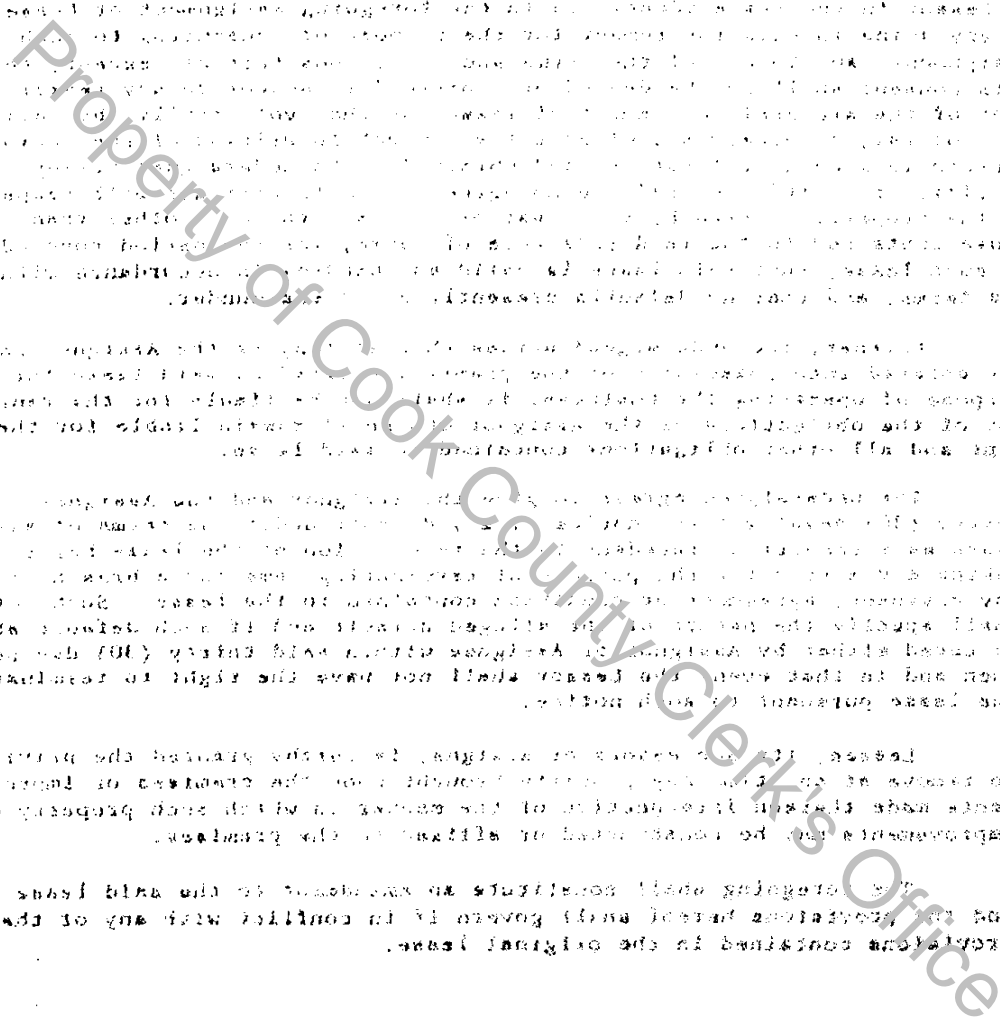
Clerk of the Court

Notary Public

Attorney at Law

Witness

10192



UNOFFICIAL COPY

8 5 2 7 6 cpc-1940435-30-01-IL

ASSIGNMENT TO SMALL BUSINESS ADMINISTRATION

FOR VALUE RECEIVED, the undersigned, Greater North-Pulaski Local Development Corporation, hereby transfers, sets over, and assigns unto Small Business Administration, an Agency of the United States, all of its' rights, title and interest in and to the following:

1. Collateral Assignment of Lessee's interest in Lease dated August 1, 1985, on premises at 3021 North Cicero, Chicago, Illinois 60641; and
2. Collateral Assignment of Lessor's interest in Lease dated August 1, 1985, on premises at 3021 North Cicero, Chicago, Illinois 60641.

This Assignment is made and given, however, without representation, warranty or recourse upon the undersigned.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its' duly authorized officers and has caused its' corporate seal to be affixed hereunto this 5th day day of November, 1985.

(Seal)

...Greater North-Pulaski Local Development Corporation

By: James J. [Signature] VICE PRESIDENT
Title

ATTEST;

[Signature]
Title

85276168

UNOFFICIAL COPY

OFFICE OF THE CLERK OF THE SUPREME COURT

STATE OF ILLINOIS

IN SENATE

REPORT OF THE COMMISSIONERS OF THE STATE BOARD OF EDUCATION

FOR THE YEAR ENDING JUNE 30, 1911

Presented to the Senate at its session at Springfield, Illinois, on January 10, 1912.

Approved and ordered to be printed by the Senate, January 10, 1912.

Approved and ordered to be printed by the House of Representatives, January 10, 1912.

Printed by the State Printer, Springfield, Illinois, 1912.

.....

(100)

.....

.....

1912

.....

1912

UNOFFICIAL COPY

STORE LEASE

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT
	BEGINNING	ENDING	
August 1, 1985	August 1, 1985	November 30, 2000	\$14,450.00
Location of Premises: 3021 N. Cicero Avenue, Chicago, IL 60641			
Purpose: Wholesale and retail sale of meat and meat products; butchering and processing of meat and meat products			

LESSEE

NAME . GUS MEAT COMPANY, INC.
 ADDRESS . 3021 N. Cicero
 CITY . Chicago, IL 60641

LESSOR

NAME . Parkway Bank & Trust Company
 ADDRESS . 4800 N. Harlem Avenue
 CITY . Harwood Heights, IL 60656

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

RENT

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

WATER, GAS AND ELECTRIC CHARGES

2. Lessee will pay, in addition to the rent above specified, **real estate taxes** and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted, and in case said water rents and bills for gas, electric light 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 herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

SUBLETTING; ASSIGNMENT

3. 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, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.

LESSEE NOT TO MISUSE

4. Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable liquids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

CONDITION ON POSSESSION

5. 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, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.

REPAIRS AND MAINTENANCE

6. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employes, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

ACCESS TO PREMISES

7. Lessee will allow Lessor or any person authorized by 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 Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same.

NON-LIABILITY OF LESSOR

8. Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a

85276168

UNOFFICIAL COPY

FORM NO. 100-1000

PROPERTY NO.

TAXES ON LEASE

DATE OF LEASE

114,421.00

Government of Illinois

August 1, 1988

August 1, 1988

3031 N. Cicero Avenue, Chicago, IL 60641

PROVISIONS OF LEASE AND OTHER PROVISIONS PERTAINING TO THE PROPERTY

LESSOR	LESSEE
Barney Bank & Trust Company	THE BANK COMPANY, INC.
3031 N. Cicero Avenue	3031 N. Cicero
Chicago, IL 60641	Chicago, IL 60641

The undersigned, the Lessor, hereby leases to the Lessee, the premises described in the Schedule hereon, for the term and for the purpose stated in the Schedule hereon, subject to the provisions hereof.

1. The term of this lease shall be for a period of five (5) years, commencing on the date hereof and terminating on the date of the expiration of the term hereof.

2. The Lessee shall pay to the Lessor, as and when due, the amount of the monthly rental for the premises hereunder, in advance, on the first day of each month, in the amount of \$1,000.00 per month.

3. The Lessee shall be responsible for the payment of all taxes, assessments, and charges, including but not limited to, property taxes, fire insurance, and maintenance charges, which may be levied or assessed against the premises hereunder.

4. The Lessee shall maintain the premises hereunder in good and tenable repair, and shall be responsible for the cost of all repairs and maintenance, including but not limited to, painting, plumbing, and electrical work.

5. The Lessee shall not assign, sublease, or otherwise dispose of the premises hereunder without the prior written consent of the Lessor.

6. The Lessee shall not use the premises hereunder for any purpose other than that stated in the Schedule hereon, and shall not engage in any business or activity that may be illegal, immoral, or injurious to the neighborhood.

7. The Lessee shall not create any lien or charge against the premises hereunder, and shall not incur any debt or liability in respect of the premises hereunder.

8. The Lessee shall not be entitled to a renewal or extension of this lease, and the term hereof shall terminate on the date of the expiration of the term hereof.

9. This lease shall be binding on the parties hereto and their heirs, assigns, and personal representatives, and shall not be subject to termination or rescission.

RENT

OWNER
CHARGES
TAXES
ASSIGNMENT

ASSIGNMENT

TO WHOM
RENT

CONDITION
OF
POSSESSION

RENT AND
TAXES

RENT AND
TAXES

OF THE
PROPERTY

RECORDED

part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, 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 upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES)

9. Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or window, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and moveable furniture.

HEAT

10. Where building is equipped for the purpose, Lessor shall furnish to Lessee a reasonable amount of heat, from October 1st to May 1st, whenever in Lessor's judgment necessary for comfortable use of the Premises, during customary business hours (excluding Sundays and holidays), but not earlier than 8 a.m. nor later than 6 p.m. unless specifically stated herein. Lessor does not warrant that heating service will be free from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor, or by renewal or repair of the heating apparatus in the building. Any such interruption shall not be deemed an eviction or disturbance of Lessee's use and possession of Premises, nor render Lessor liable to Lessee in damages. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.

FIRE AND CASUALTY

11. In case the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and determine.

TERMINATION; HOLDING OVER

12. At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, less by fire and ordinary wear excepted, and will return the keys thereof to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1, or (c) creation of a tenancy at sufferance, at a rental of _____ dollars per day for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

LESSOR'S REMEDIES

13. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained, Lessee's right to the possession of the Premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termination of Lessee's right of possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this lease.

RIGHT TO RELET

14. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not, be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or tenant to mitigate the damages of Lessee or otherwise, Lessee hereby waiving the use of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating, Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

COSTS AND FEES

15. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this lease.

UNOFFICIAL COPY

The undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on the records of the County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Notary Public in and for the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on the records of the County Clerk's Office.

Witness my hand and the seal of said State at Chicago, Illinois, this _____ day of _____, 19____.

Notary Public in and for the State of Illinois

The undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on the records of the County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

RECORDED
INDEXED
19____
PAGE ____

12-11

19____
PAGE ____

RECORDED
INDEXED
19____
PAGE ____

RECORDED
INDEXED
19____
PAGE ____

RECORDED
INDEXED
19____
PAGE ____

RECORDED
INDEXED
19____
PAGE ____

Property of Cook County Clerk's Office

**CONFESSION
OF
JUDGMENT**

16. Lessee hereby irrevocably constitutes and appoints any attorney of any court of record in this State, to be his true and lawful attorney for him in this matter and stand, to enter his appearance in any suit or case that may be brought in any Court in this State touching and when any money is due hereunder for rent or otherwise, to waive the bringing of process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so due and for costs of suit and for reasonable attorney's fees in favor of Lessor, and to release all errors that may occur or intervene in such proceedings, including the issuance of execution upon any such judgment, and to stipulate that no writ of error or appeal shall be prosecuted from such judgment or judgments, nor any bill in equity filed, nor any proceedings of any kind taken in law or equity to interfere in any way with the operation of such judgment or judgments or of execution issued thereon and to consent that execution may immediately issue thereon.

**LESSOR'S
LIEN**

17. 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.

**REMOVAL
OF OTHER
LIENS**

18. In 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.

**REMEDIES
NOT
EXCLUSIVE**

19. 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, released or terminated, nor shall the right and power to confess judgment given in paragraph 16 hereof be deemed to be waived or 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 or acts resulting in the termination of Lessee's right to possession of the Premises. The 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 whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

NOTICES

20. Notices may be served on either party, at the respective addresses given at the beginning of this lease, 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.

**MISCELLA-
NEOUS**

21. (a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

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

(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms 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. If there is more than one Lessee the warrant of attorney in paragraph 16 is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession of judgment against any one or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees.

**SEVER-
ABILITY**

22. If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

PARKWAY BANK & TRUST CO.

GUS MEAT COMPANY, INC.

AS TRUSTEE UNDER TRUST NO. 7407, 1919 (SEAL)

(SEAL)

(SEAL)

BY [Signature]
ASST. CHIEF - TRUST OFFICER

(SEAL)

BY [Signature]
GUS LOUNTAS
Secretary

85876968

(Lessor)

(SEAL)

(Lessee)

ASSIGNMENT BY LESSOR

On this _____, 19____, for value received, Lessor hereby transfers, assigns and sets over to _____, all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____, 19____.

X

GUARANTEE

On this _____, 19____, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above lease.

NOTE: Use Form Number 12-1P for assignment by Lessee.

UNOFFICIAL COPY

[Faint, mostly illegible text, possibly bleed-through from the reverse side of the page. The text appears to be a legal document or a set of instructions.]

RECEIVED

RECEIVED

RECEIVED

RECEIVED

RECEIVED

RECEIVED

ROBERTSON

ONE WHAT COMPANY, INC.

PROPERTY TRUST & TRUST CO.

PROPERTY TRUST & TRUST CO.

PROPERTY TRUST & TRUST CO.

ASSIGNMENT BY ERROR

GUARANTEE

PROPERTY TRUST & TRUST CO.

PROPERTY TRUST & TRUST CO.

UNOFFICIAL COPY

LOT 230 PIN 13-27-108-015
231 - 014
232 - 013
233 and Sept 234 - 012
No. pt 234 - 011
235 - 011
236 - 011
237 - 011
238 - 010

Property of Cook County Clerk's Office



UNOFFICIAL COPY

110	186
110	185
110	186 by a2 Juan SFS
110	185 Juan
110	185
110	185
110	185
110	185

Property of Cook County Clerk's Office

[Handwritten signature]