

7. CONDITION OF PREMISES. Lessor warrants that the premises have adequate utilities and proper venting and that at the time of installation there will be no building code violation which adversely affects the ability of Lessee to install, operate or maintain its laundry equipment. Lessor shall be responsible for all janitorial and housekeeping services for the laundry room and equipment.

6. EXCLUSIVE LAUNDRY EQUIPMENT. Lessor represents that there is no other laundry equipment presently in the Laundry Room (except equipment owned and used by individual tenants and not for general use), that there is no other lease presently in effect or no other lease which will be in force or in effect upon the commencement of this lease in connection with the operation of any other metered or non-metered laundry equipment in the Building for general use by tenants, and that Lessor will not, during the term of this lease or renewal hereof, install or use or permit any other person, firm or corporation to install or use any laundry equipment in the Building (except equipment owned and used by individual tenants and not for general use).

5. UTILITIES. Lessee may connect its laundry equipment to and through the electric, water, heat, gas and sewer lines in the Building and use such utilities at no additional charge to Lessee.

4. RENTAL PERCENTAGE. As payment to Lessor for rental of the Laundry Room, Lessee shall pay to Lessor at the address indicated above or at such other address designated by Lessor in writing, a percentage equal to the Rental Percentage stated above of the gross coin receipts received by Lessee from its coin operated laundry equipment, payable at least every (6) months, in the event that Lessor requests a field audit, there shall be a charge for such audit at the rate of \$\_\_\_\_\_ per machine, or the actual time charge therefor, whichever is greater.

3. ACCESS TO LAUNDRY ROOM. Lessee shall have exclusive control and possession of the Laundry Room except that Lessor shall have the right of use and access for any purpose necessary for the operation of the Building which does not interfere with the Lessee's operation and maintenance of its laundry equipment. The tenants of the Building shall have free and unobstructed access to the Laundry Room for the purpose of using the laundry equipment.

2. OPERATION OF EQUIPMENT. Lessee shall service and maintain the laundry equipment in good working order at its sole expense, except for such damages or repairs caused by the Lessor or its agents or employees. Any claim by Lessor of inadequate service receipt of such notice) to repair or replace any machines not in good working order. The selection of laundry equipment and all charges therefor shall be determined solely by Lessee. All licenses required to operate such equipment shall be paid for by Lessee.

1. LEASE OF LAUNDRY ROOM. Lessor leases to Lessee what is commonly known as the "Laundry Room" in the premises described above ("Building") for the purpose of installing, operating, servicing and repairing coin operated washing machines and dryers. A further description or drawing of the Laundry Room may be attached hereto as Exhibit A.

In consideration of the mutual covenants and conditions stated below, the Lessor and Lessee named above agree as follows:

Date: October 25, 1978

Name of Lessor or Managing Agent: STAVKO LALICH and VERA LALICH

Address: 7849 Lyons, Norton Grove, Illinois  
 Location of Building(s): 6105-6111 North Hoyne, Chicago, Illinois  
 Legal Description: \_\_\_\_\_

Lessee: MAREDEX COIN LAUNDRY ASSOCIATES  
 Address: 330 WEST DIVERSEY, CHICAGO, ILLINOIS 60657

Rental Percentage: 35% % No. of Building: one No. of Apts: 25  
 Initial Term of Lease: Four years, commencing July 15, 1974, ending July 15, 1978

STANDARD LAUNDRY ROOM LEASE AGREEMENT



86439265

Approved by COIN LAUNDRY EQUIPMENT OPERATORS - MIDWEST ASSOCIATION  
 Document 601

86439265

861092654

**8. TITLE TO EQUIPMENT.** Title to all laundry equipment and accessories supplied or installed by Lessee shall at all times remain in and be held by Lessee and upon the expiration or termination of this Lease by lapse of time or otherwise. Lessee shall have the right to remove all such property from the premises.

**9. TERM.** The initial term of this Lease shall be as set forth above and shall automatically be renewed thereafter for successive terms of the same duration unless either party serves written notice upon the other party at least 90 days prior to the scheduled expiration of the initial term or renewal thereof of its desire that this Lease not be so renewed or extended.

**10. INSURANCE.** Lessee agrees to procure public liability insurance coverage in limits of not less than \$100,000/\$300,000 insuring against risks of personal injuries or property damage arising out of use or operation of Lessee's laundry equipment. Lessor does not assume responsibility for loss, damage or destruction to laundry equipment by fire, theft or other casualty beyond Lessor's reasonable control or prevention.

**11. BREACH OF LEASE.** In the event of a breach of this Lease by Lessor, which such breach shall continue for ten (10) days after written notice thereof by Lessee (including but not limited to the unauthorized disconnection of Lessee's laundry equipment or the installation of laundry equipment by Lessor or any other person, firm or corporation), the parties recognize that damages to Lessee would be difficult to compute and therefore they agree that, at the option of Lessee, either (a) Lessor shall pay to Lessee at the expiration of such 10-day notice period as liquidated damages and not a penalty an aggregate sum equal to \$1,000 per month for each apartment in the building multiplied by the number of months remaining for the balance of the unexpired initial term or renewal thereof (such number of months determined from the month in which the breach occurred) plus reasonable attorneys fees incurred by Lessee in enforcing this agreement, or (b) Lessee shall have the right to remove its laundry equipment and other property any time after such breach and shall have no further obligation to install, maintain or operate such equipment in the subject building or any other building; or (c) Lessor consents to the entry of a temporary and/or permanent injunction to restrain any violation of this agreement by Lessor and all persons acting for or with him, together with reasonable attorneys fees incurred by Lessee in enforcing this agreement.

**12. ARBITRATION.** In the event of any dispute or controversy arising out of the operation or alleged breach of this Lease Agreement, such dispute or controversy shall be submitted to and be governed by the rules of the American Arbitration Association, and the decision rendered thereunder, whether legal or equitable in nature, shall be final and binding upon the parties. No litigation shall be instituted between the parties hereto except to enforce the award or order of the arbitrators.

**13. AUTHORITY TO SIGN.** Lessor represents that it is the owner, beneficiary, lessee or duly authorized managing agent of the building and that it has good right and lawful authority to execute this lease.

**14. SUCCESSORS.** This Lease Agreement shall be binding upon and shall inure to the benefit of the Lessor and the Lessee and their respective successors and assigns, including any future owners, beneficiaries or lessees of the building, it being the intention of the parties that the interest granted to Lessee herein shall run with the land and building.

**15. ENTIRE AGREEMENT.** This Lease Agreement represents the entire agreement between the parties and this Agreement may not be amended, altered or modified unless in writing by both parties.

**16. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois.

LESSEE: **MAREDEX COIN LAUNDRY ASSOCIATES**  
 Lessor or Managing Agent: *[Signature]*  
 Name: \_\_\_\_\_  
 By: *[Signature]*  
 Title: *owner*  
 Corporation  Partnership  Individual  
 Trust  Individual  Partnership  Corp.

Property of COOK COUNTY

**UNOFFICIAL COPY**  
Chess Investment & Management Company

1825 Tall Oaks Drive  
Aurora, Illinois 60505  
(312) 851-8010

December 17, 1982

Marlex Coin Laundry Co.  
2707 Ashland  
Chicago, Illinois 60614

Attn: Steve  
Re: Leases

Dear Steve:

As per our telephone conversation of December 17, 1982, Chess Investment & Management Company has purchased the 6101-15 Hoyne building. Please send copies of the laundry leases at your earliest convenience.

Thank you for your consideration in this matter.

Yours very truly,



David J. Polan

864339265

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

8 6 4 3 9 2 6 5

## LEGAL DESCRIPTION

Lot 15 in Irving H. Flamm and others Addition to North Edgewater, a Subdivision (except the West 5 acres and except the East 4 acres and except the street) of the South 60 rods of the East 65-2/3 rods of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 40, Range 14 recorded as Document number 9442068 on October 21, 1926.

Lot 16 in Irving H. Flamm and others Addition to North Edgewater, a Subdivision (except the West 5 acres and except the East 4 acres and except the street) of the South 60 rods of the East 65-2/3 rods of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 40, Range 14 recorded as Document number 9442068 on October 21, 1926.

Lot 17 in Irving H. Flamm and others Addition to North Edgewater, a Subdivision (except the West 5 acres and except the East 4 acres and except the street) of the South 60 rods of the East 65-2/3 rods of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 40, Range 14 recorded as Document number 9442068 on October 21, 1926.

86439265

DEPT. OF RECORDING \$15.00  
TRAN 6487 09/26/86 10:35:00  
#12345 \*86-439265  
COUNTY RECORDER

*Oct. 15 1926*

P.I.N. 474 14 06 119 005 0000  
474 14 06 118 019 0000  
474 14 06 118 020 0000  
474 14 06 119 004 0000

*Handwritten signature*

Commonly known as 6105 - 6111 N. Hoyne, Chicago, Ill.

15.00

E

86439265

UNOFFICIAL COPY

Account Number 12345

0001 0000 0000

0001 0000 0000  
0001 0000 0000  
0001 0000 0000

Property of Cook County Clerk's Office

Burchly Darrish Austin  
230 W Monroe Suite 2200  
Chicago IL 60606



MAIL TO

