

## INDUSTRIAL LOFT LEASE

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT
	BEGINNING	ENDING	
OCTOBER 1, 1985	10-1-85	9-30-92*	\$1,250.00 Gross (includes utili- ties, etc.)

Location of Premises:  
Five Thousand (5,000) square feet comprising the entire second floor of industrial building premises located at 2607 W. Monroe, Chicago, Ill.\*\*

Purpose:  
Light manufacturing, assembly, packaging and storage.

\*\* See Legal Description of pages 19

\*including options

### LESSEE

NAME . Star-Lazer, Inc., an Illinois corporation

ADDRESS . 2607 W. Monroe Chicago, Illinois 60612

### LESSOR

NAME AND BUSINESS . American National Bank of Chicago, not individually, but as Trustee by Agreement under Trust No. 8957.

ADDRESS .

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, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

### CONDITION AND UPKEEP OF PREMISES

2. 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 his agent, prior to or at the execution of this lease that are not herein expressed; Lessee will keep the Premises 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 others of equal quality, and will keep the Premises 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 upon the termination of this lease, in any way, will yield up the Premises to Lessor, in good condition and repair, less by fire and ordinary wear excepted, and will deliver the keys therefor at the place of payment of said rent.

### LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT

3. 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 heretofore 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 in 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 had, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building of which they are a part or increase the fire hazard of said building or disturb the tenants of such building or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten 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 part of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid. All elevators or other equipment in or about the Premises shall be operated solely at Lessee's risk, except such as may be operated exclusively by Lessor.

### MECHANIC'S LIEN

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

### INDEMNITY FOR ACCIDENTS

5. Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever and whatsoever and will protect, indemnify and save and keep harmless the Lessor 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 provisions hereof.

### NON-LIABILITY OF LESSOR

6. Lessor 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 Premises or any building of which Premises are a part or related improvement 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 co-tenants, or other occupants of such building or improvement, or of any owners, or occupants, of adjacent or contiguous property.

### USE OF ELECTRICITY

7. ~~If the Lessor shall furnish electric current for lighting or power to other tenants of the building during the term of this lease, then the Lessee agrees to purchase electric current for lighting or power from the Lessor only, and to pay to the Lessor for such electric current consumed and measured by meter, installed by the Lessor, at the rate established by a public utility providing electric service to the area. The charge for electric current shall be due and payable on or before the tenth day of the month following the period for which the charge is made, and in case the Lessee shall fail to make payment for electric current as in this clause provided,~~

Mail to: **UNOFFICIAL COPY**

HAM, KECK & ASSOCIATES, LTD.  
SUITE 800  
327 S. LaSALLE STREET  
CHICAGO, ILLINOIS 60604



86625732

LOTS 13, 14, 15 and 16 IN SUBDIVISION OF LOT 8  
(EXCEPT THE EAST 1½ ACRES OR 98.41 FEET THEREOF)  
IN BLOCK 1 IN ROCKWELL'S ADDITION TO CHICAGO IN  
THE WEST HALF OF THE NORTH EAST QUARTER OF SECTION  
13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, ALSO THE VACATED ALLEY LYING  
SOUTH AND ADJOINING LOTS 9 to 12 INCLUSIVE AND  
NORTH AND ADJOINING LOTS 13 to 16 INCLUSIVE IN THE  
SUBDIVISION OF LOT 8. (EXCEPT THE EAST 1½ ACRES OR  
(98.41 FEET THEREOF) IN BLOCK 1 IN ROCKWELL'S  
ADDITION TO CHICAGO, IN COOK COUNTY, ILLINOIS.

*Legal Description*



Property of Cook County Clerk's Office

86625732  
RECORDED  
INDEXED  
COOK COUNTY RECORDER  
#0108 4-1-85 11-18-85  
142222 1441 5420 18/20/84 13  
12 28

# UNOFFICIAL COPY

ATTACH RIDERS HERE

18. Lessee shall have an option to renew this lease for two(2) additional consecutive two-year terms each. This Lease shall be deemed to be automatically renewed, and such option exercised, unless Lessee shall give prior written notice to the Lessor to the contrary by regular mail or personal delivery no less than 60 days prior to the expiration of the term or the first option term.

19. Lessee shall have the option to lease under the terms herein and as part of the demised premises under this Lease an additional 2,500 square feet located on the Third floor of the building at 2607 W. Monroe, Chicago, Illinois; provided that Lessee shall give thirty-days' written notice thereof during the term or the first option term if applicable, and provided that Lessee pay therefor a pro-rata sum based upon the square feet of the new space in relation to the 5,000 square feet presently demised.

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, Illinois, and its officers, directors, and employees, who are hereby authorized to execute, deliver, and perform the obligations of this instrument, and to bind the said bank and trust company in all respects hereunder, and to execute, deliver, and perform the obligations of this instrument, and to bind the said bank and trust company in all respects hereunder, and to execute, deliver, and perform the obligations of this instrument, and to bind the said bank and trust company in all respects hereunder.

16 13 205 04 10 00 00 *A.L.L.*

Where in this instrument masculine pronouns are used, or words indicating the singular number appear, such words shall be considered as if feminine or neuter pronouns or words indicating the plural number had been used, where the context indicates the propriety of such use.

Where in this instrument rights are given to either Lessor or Lessee, such rights shall extend to the agents, employees, or representatives of such persons.

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

This lease consists of 3 pages numbered 1 to 3, including a rider consisting of above ~~pages~~ identified by Lessor and Lessee.

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

STAR LAZER, INC.  
By: *Frederick Marshall*  
President

American National Bank of Chicago (SEAL)  
not individually but as Trustee by  
Agreement under Trust No. 8957 (SEAL)

By: \_\_\_\_\_ (SEAL)  
Authorized Officer (SEAL)

### 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\_\_\_\_.

*Mail to:*

NONE (SEAL)

HAM, KECK & ASSOCIATES, LTD.  
SUITE 900  
327 S. LaSALLE STREET  
CHICAGO, ILLINOIS 60604

### 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, Lessor's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

*This instrument prepared by:*  
*Elton L. HAM, Esq.*  
*327 S. LaSalle, Chicago, Ill.*

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

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It is mutually agreed that the Lessor, upon giving thirty days' prior notice in writing of his intention so to do, may discontinue supplying electric current to the Lessee without in any way affecting the other provisions of this lease, and the Lessor agrees that before he shall discontinue supplying electric current to the Lessee he will provide for the Lessee another source of supply of electric current and will connect the Premises with such other source of supply.

8. Lessor will furnish to Lessee during the term of this lease all necessary water, for sanitary purposes and gas, and electricity and electrically used in connection with the lights and wash basins located in the Premises. If Lessee shall require water for purposes other than those above mentioned, Lessor may install a water meter and furnish water to Lessee for purposes other than above named at the same rate that Lessor shall be required to pay to its supplier of water. Should Lessee fail to pay the bills for such water and for electric current and gas, when due, Lessor shall have the right to pay same, the amount thereof, together with any sums paid by the Lessor to keep the Premises in a healthy condition as above specified, are declared to be so much additional rent, and to be payable with the next installment of rent due hereunder.

9. Lessor will furnish Lessee, from October 1st to May 1st, heat when necessary for the purpose of which said premises are leased, from 8:00 o'clock A.M. to 5:30 o'clock P.M., except Saturdays after 1:00 o'clock P.M., Sundays and legal holidays. Lessee shall have use of elevators in common with other tenants daily (except Saturdays after 1:00 o'clock P.M., Sundays, and holidays) during said hours. Lessor shall not be liable for failure to supply heat or elevator service occasioned by the breaking down of machinery or equipment or by strikes, accidents, unavoidable delays, or causes beyond the control of Lessor.

10. Lessor will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any needed 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.

11. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessee, or by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and on such terms as Lessor may deem fit, and if a sufficient sum shall not 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.

12. Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages for the whole time such possession is withheld, the sum of ~~Eighty (\$ 80.00) Dollars 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 other act in apparent abatement 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.

13. 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 in amount, and stored, and used, in accordance with the rules of the applicable Board of Underwriters and states and ordinances, now or hereafter in force.

14. 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, it shall be lawful for Lessor at any time thereafter at his election, without notice, to declare said term ended, and to re-enter the Premises, or any part thereof, with or without process of law, and to 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, whether exempt by law or not, as security for payment of the rent herein reserved.

15. Lessee does hereby irrevocably constitute any attorney of any Court of Record in any State or of the United States, attorney for him and in his name, from time to time to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Lessor, his heirs, executors, administrators, successors or assigns, and against Lessee, for the amount of rent which may be in default by virtue of terms hereof, with the costs of such proceedings, and a reasonable sum for plaintiff's attorney's fees in or about the entry of said judgment, and for said purposes to file in said court all papers and documents in any such agreement, in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding, and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment. If there be more than one lessee this warrant of attorney is given jointly and severally, and shall authorize the entry of appearance of, 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, and Lessee hereby confirms all that said attorney may lawfully do by virtue hereof. (The power conferred by this paragraph is a continuing power, and may be exercised as frequently as occasion may require.)

16. In case the Premises shall be rendered untenable by fire, or other casualty, Lessor may, at his option, terminate this lease, or repair the Premises within sixty days, and failing so to do, or upon the destruction of said Premises by fire or other casualty, the term hereby created shall cease and determine.

17. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor, in enforcing the covenants and agreements of this lease, and inure to their respective heirs, successors, administrators, and assigns of all parties to this lease.

PAYMENT OF FEES  
FIRE AND CASUALTY  
CONFESSION OF JUDGMENT  
RE-ENTRY  
EXTRA FIRE HAZARD  
ABANDONMENT AND RE-LETTING  
ACCESS TO PREMISES  
HEAT AND ELEVATORS  
WATER

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