STORE LEASE (REPLACES FORMS 9 & 9-B)

UNOFFIGIAL C

STORE LEASE TERM OF LEASE AF

GEORGE E. GOLE* **LEGAL FORMS**

86141931

DATE OF LEASE

DEGINNING

MONTHLY HENT

July 1, 1984

7инс 30 December 31, 1993

See attached Rider

Location of Promises:

4047 W. Demputer, Skokie, Illinois

July 1, 1984

Purpose

Operation of Dry Cleaners and Laundry

LESSEE

Alkis Paschos

LESSOR

ME

George Paschos

NAME

EKOKIE TRUST & SAVINGS BANK as T/ee

DRESS

4047 W. Dompster

ADDRESS

u/T/Adtd. April 10, 1970, Trust

Skohie, Illinois

CHIY

#910740

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

RENT

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

WATER, GAS AND ELECTRIC CHARGES

Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed levision 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, Lesson shall have the right to pay the same, which amounts so paid, together with any sums paid by Lesson to keep the Premises in a clean and healthy combinen, as berein specified, are declared to be so much additional rent and payable with the invallment of tent next due thereafter.

UBLETTING: 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 with a in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any a t or default of himself or any person within his control any transfer by operation of law of Lessee's interes' created hereby; nor offer for fease or sublease the Premises, nor any portion thereof, by placing notices or signs of "Fo Let," or any other similar sign or notice in any place, we describe the transfer of the person of the p nor by advertising the same in any newscaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had an Lorained. 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 over the Lessee shalf at once pay Lessor a sum of money equal to the entire amount of rent reserved by this leas, for the then unexpired portion of the term hereby created, as figuidated damages.

LESSEE NOT TO MISUSE

4. Lessee will not permit any unlawful or manural 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 be portuse or permit to be kept or used in or on the Premises or any place contiguous thereto any flanouable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not one floors beyond the floor load rating prescribed by applicable numicipal 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 on has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and in agreements or promises to decorate, after, repair or improve the Premises, have been made by Lessor or agent prior to or at the execution of this lease that are not herein expressed.

CEPAIRS AND MAINTE-NANCE

Lessee shall keep the Premises and appurtenances thereto in a clean, si m'y and healthy conditions and in good repair, all according to the statutes and ordinances in such cases and, and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same base to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the termination of 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 bereof, and Lessee agrees to pay Lessor, in addition to the cent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause of 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 himbathed free fixed free forces die purposed in the same.

NON-LIABILITY OF LESSOR

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

#COMPANY

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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 the premise of co-tenants or of other or occasioned by the falling of any fixture, plaster or the premise of co-tenants or of other occasioned by the falling of any fixture, plaster or the premise of co-tenants or of other occasioned by the falling of any fixture, plaster or the premise of co-tenants or of other occasioned by the falling of any fixture, plaster or the premise of co-tenants or of other occasioned by the falling of any fixture, plaster or the premise of co-tenants or of other occasioned by the falling of any fixture, plaster or the premise of co-tenants or of other occasioned by the falling of any fixture, plaster or the premise of co-tenants or of other occasioned by the falling of any fixture, plaster or the premise of co-tenants or of other occasioned by the falling of any fixture, plaster or the premise of co-tenants or of other occasioned by the falling of any fixture. stuceo, 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 configuous buildings or of owners of adjacent or configuous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

RESTRIC-FIONS (SIGNS, ALTER-CTIONS FIXTURES)

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

-Where-building 10. Where building is equipped for the purpose, becaus shall furnish to Levee a remanuable of heat, from October 1st to May 1st, whenever in Lessor's judgment nycessary for comfortable or Memises, during customary business hours (excluding Sundays and holidays), but not waiter than 8 a.m. fremises, during customary mismess nours (excluding Sundays and holidays), but not writer than 8 a.m. so fater than 6 p.m. unless specifically stated herein. Lessor does not warrant that heating service will be use 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 try such interruption shall not be deemed an extraor or disturbance of Lessoe'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 waved by Lessee.

FIRE AND CASUALTY

11. It case the Premises shall be rendered unrenantable by fire, explosion or other easualty, Lessor may, at his outern ferminate 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 firm hereby erect of shall-cease and determine a remainded to the premise of shall-cease and determine a remainded to the premise of the p

TERMINA-TION; HOLDIÑG OVER

12. At the termination of the term of this lease, by lapse of time or otherwise, Lesseg will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return for keys therefor to Lessor at the place of payment of rent. If Lessoe retains possession of the Premises of role payment 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 these 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 sufference, at a rental of \$150.00 dollars per day for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufference with rental as stated at (c) shall have been created. Lessor shall also pay to Lessor all damages sustained by Lessor regulation from retention of possessions by Lessor. The provisions of this paragraph shall not consti-Lessor resulting from retention of possession by Lessoc. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry is hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance 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 fremise, or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the tent reserved hereby, or any part thereof, pred for a period of ten days, or in case of the non-payment of the frence of any coverant in this lease confused, any expension of the premises therefron Shall (ellimate, 2001) 20 enformant, and a second days are a right to the more second of the fremises therefron Shall (ellimate, 2001) 20 enformant, and a farche desimer 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 chalsoever, this lease shall thereupon terminate, and upon the termination of Lessors or of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and bereby grants to I essor full and free license to enter into and mon the breaker or any part thereof to take hereby grants to Lessor full and free license to enter into and upon the 'recuises or any part thereof, to take possession thereof with or without process of law, and to expel and to recove Lessey or any other person who may be occupying the Premises or any part thereof, and Lessor ary, are such force in and about expelling and removing Lessoe and other person as may reasonably be necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premise shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forleiture of rents due by vertice 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, of 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 statutor provision or not, or any act or series of acts except an express written waiver, shall not be construed as waiver of Lessor's right to act without notice or demand or of any other right hereby given Lessor, or 🎨 an election not to proceed under the provisions of this lease.

RIGHT TO RELET

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 teletting 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 aricing becaused or the obligations of Lessee arising hereunder.

COSTS AND FEES

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 in a co involved through or on account of this lease.

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executed by inevertibly constitutes and appoin says gorney of any court of record in this has and lawful according for him and a man and steak, to enter his appearance in any suit or suits that may be brought in any court in this State at any time when any money is due hereunder for rent or otherwise, to waive the issuing 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

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 hen may be forcelosed 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

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 reated 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 leading in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receie e inverent 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 after any rights or remedies which Lessor may have by virtue hereof.

NOTICES

Folices may be served on either party, at the respective addresses given at the beginning of this lease, either (2) 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 (dd/exces in which event the notice shall be deemed to have been served at the time the copy is mailed.

MISCELLA-NEOUS

- (a) Provisions yped 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 been and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be ne estary 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 "Lessor" 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 be 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 lerse 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 not any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other

SEE RIDER ATTACHED HERETO AND MADE A PART HERECE WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above. SKOKIE TRUST AND SAVINGS BANK AS TRUSTEE UNDER T/A dtd. 4/10/70 Tr. #910740 (SEAL) Alkis Paschos CES'6/1005 the Two Heneficiaries George Paschos (SEAL) President one Two Beneticiaries the (Lossee) ASSIGNMENT BY LESSOR . 19 , for value received, Lessor hereby transfers, assigns and sets over the On this

, all right, title and interest in and to the above Lense and the rent thereby reserved.

except rent due and payable prior to . . . 19

1584 GUARANTEE On this...' 194 ..., in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guaranter hereby guarantees the payment of rent and performance by Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above lease

Allila Paschos

George Paschos

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



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RIDER TO LEASE DATED MAY 10, 1984 FOR STORE LOCATED AT 4047 W. Dempster, Skokie, Illinois

Notwithstanding anything in the printed portion of the Lease to the contrary, the following shall prevail:

23. Rent. The monthly rent for the subject premises shall be as follows:

July 1, 1984 to becember 31, 1984 1800.00 January 1, 1985 to December 31, 1985 1800,00 January 1, 1986 to December 31, 1986 January 1, 1987 to December 31, 1987 January 1, 1988 to December 31, 1988 2100.00 2200.00 2300.00 January 1, 1989 to December 31, 1989 2400.00 January 1, 1990 to December 31, 1990 2500.00 January 1, 1991 to December 31, 1991 January 1, 1992 to December 31, 1992 January 1, 1993 to December 31, 1998 2600.00 2700.00 2800,00

2). Late Charge. All rent shall be due and payable on the first day of every month; if rent is not paid by the 10th day of any month, at Lessor's option, a late charge equal to 5% of the monthly rent will be charged against Lessee; said late charge shall be considered as additional rent hereunder.

25. Security Deposit. Lessee has deposited with the Lessor the sum of Three Thousand give Hundred (\$3,000,000) pollars as a security deposit by the Lessee for the faithful performance by the Lessee of all the terms and conditions hereunder to be performed by nessee; no interest shall be paid on said security deposit. Upon expiration of the lease, and upon peaceful surrender of possession of the leased premises, Lessee shall be entitled to a refund of said security deposit; however, in the event that Lessee shall breach or violate any of the terms or conditions of the lease, then lessee, a its option, may apply any portion or all of said security deposit to such costs, excesses and reasonable attorneys' fees as it shall incur to enforce or rectify said violations or breaches; and thereafter, upon notification in writing to the Lessee shall promptly deposit and restore to said security deposit such sums expended, Lessee shall promptly deposit and restore to said security deposit such sums expended so as to keep the said security deposit at the level of \$3,600.00 at all times.

26. Liability insurance. The Lessee covenants and agrees to protect and save the Lesser, Lessor's successors and assigns, harmless of and from any and all claims for injuries to persons or property by reason of any accident or happening upon the demised premises. Lessee agrees to carry public liability insurance, in companies acceptable to the Lessor, protecting both the Lessor, it successors and assigns, and Lessee, and will, at the request of Lessor, furnish a contificate showing such insurance in force. The amount of the insurance to be carried shall be that which is commonly known and described as a \$100,000/\$300,000 policy. It is further agreed by and between the parties hereto that Lessee shall carry a policy of insurance acceptable to Lessor insuring all plate glass in said demised premises during the entire term of this lease.

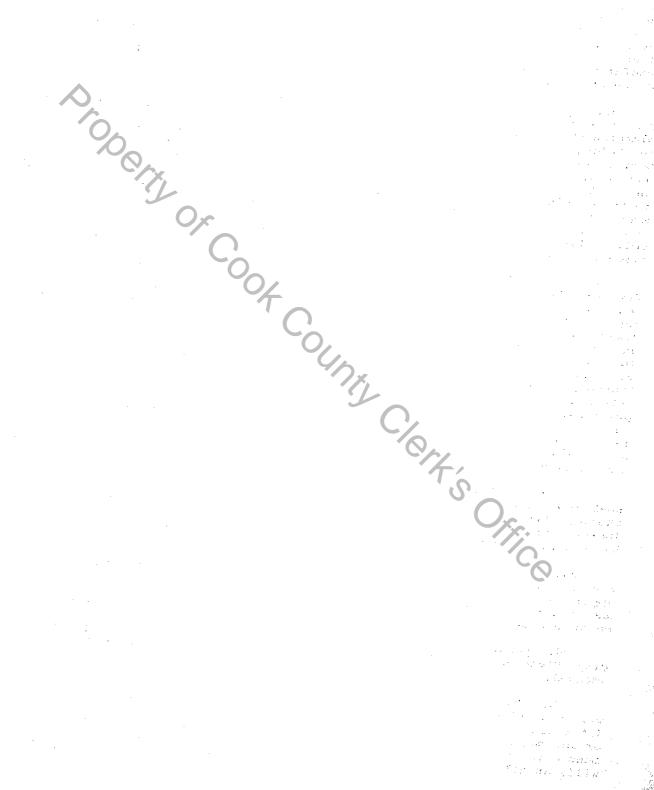
27. <u>Subordination</u>. This leave, at all times, shall be subordivite to any mortgage or trust deed which the Lessor and/or the property shall have or desire to place against the property; and further, Lessee agrees to promptly execute such pappers as may be necessary to implement and effectuate the intention of this clause. However, this lease cannot be terminated so long as Lessee is not in default under this Lease.

28. Maintenance. Lessee covenants and agrees to keep and maintain at Lessee's own cost and expense and in good condition, the demised premises and all of the fixtures and equipment in the demised premises including all water line, electrical lines, plumbing fixtures, heating and lighting fixtures.

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- 29. Clean Condition. Lessee hereby covenants and agrees that it will, at Lessee's own expense, keep the leased premises and all of the appurtenances, furnishings, and equipment thereto belonging, and all improvements on the premises in a good tenantable, clean, healthy, wholesome and safe condition, and will comply with all valid health and police regulations applicable to and affecting the leased premises and appurtenances thereon. In the event that, at any time during the term of this lease, changes occasioned by the manner or method in which said premises are operated by Lessee shall be required in the leased premises by reason of any laws or ordinances now or hereafter in force, or by any valid order of any municipal or governmental authority or officer, then and in such event, insofar as the same shall be lawfully required such changes shall be made by Lessee at Lessee's own cost and expense.
- 30. Floairs. The Lessee shall, at its own expense, make all necessary repairs and replacements to the leased property and to the pipes, heating system, plumbing system, window glass, fixtures, and all other appliances and appurtenances belonging thereto, and all equipment used in connection with the leased property. All interior repairs and replacements, ordinary as well as extraordinary, and structural as well as nonstructural, shall be made promptly as and when necessary. All repairs and replacements shall be in quality and class at least equal to the original work. On default of the Lessee in making such repairs or replacements, the Lessor may, but shall not be required to, make such repairs and replacements for the Lessee's a count and the expense thereof shall constitute and be collectable as additional rest. Moreover, all exterior repairs including roof repairs caused by Lessee or by its equipment, shall be made by Lessee.
- 31. Trade Fixtures. It is specifically understood and agreed that "trade fixtures" that may now or hereafter be installed in the leased property shall continue to be the property of the lease. Upon the termination of this lease by lapse of time or in any other manner, lessee covenants and agrees to surrender the demised premises and all improvements are alterations thereon and all equipment and fixtures therein, which may not be removed without injury to the premises, all in good condition, ordinary wear and tear excepted without alteration, molestation or injury, and no compensation shall be allowed or paid to Lessee on account thereof, it being the intention of the parties hereto that the premises shall be returned to Lessor as a tenantable store, fairing which Lessor may restore the premises, equipment and fixtures hereinafter mentioned to such condition and the Lessee shall pay the cost thereof upon request. For the purpose of this lease, floor coverings, partitions, electrical wiring and illuminating fixtures, plumbing and plumbing fixtures, apparatus, equipment and machinery for heating and ventilating shall not be considered trade fixtures and shall not be subject to removal.
- 32. Real Estate Taxes. Lessee agrees to pay to Lessor a sum equal to 66-2/3% of any tax increase on the premises located at 4047-49 Yest Dempster, Skokie, Illinois. The base year for said taxes shall be 1983 and 56-2/3% of any increase thereafter shall be due from Lessee within 10 days after demand therefor by Lessor. Said taxes shall be considered as additional rent hereafter.
- 33. <u>Insolvency</u>. In the event that the Lessee shall at any time, during the term of the lease, become insolvent, bankrupt, or placed in the hands of a duly appointed receiver by any court of record, then the Lessor shall have the right and option to cancel and determine this lease without further obligation or process; and may attach and distrain upon any and all corporate property.
- 34. Laws. Lessee, during the term of the lease, shall comply with all City, State and Federal laws and ordinances, now in effect or from time to time amended.
- 35. Mechanics' Liens. Lessee further covenants and agrees that Lessee will not suffer or permit any mechanics' liens or other lies to attach against the interests of Lesser in the leased premises by reason of any work or labor performed or any materials, machinery, fixtures or equipment installed at the expense of Lessee in the leased premises. Lessee further covenants and agrees that Lessee will, at all times, prior to the termination of this lease, and to the delivery



to Lessor of possession of said premises, pay and discharge and indemnify Lessor against: (1) any and all liens and charges of and every nature and kind which may at any time be established against said premises and improvements, or any part thereof, as a consequence, direct or indirect, of any act or omission of Lessee or as a consequence, direct or indirect, of the existence of Lessee's interest in this lease; (2) any and all other cost, damage or expense sustained by the Lessor (including attorneys' fees and expenses of Lessor): (a) arising out of or directly or indirectly due to any failure of Lessee in any respect promptly and faithfully to satisfy Lessee's obligations under this lease; (b) arising out of directly or indirectly due to any accident or other occurrence causing injury to any person or persons or peroperty whomsoever or whatsoever, resulting from the use of said premises and improvements or any part thereof.

- 36. <u>Utilities</u>. Lessee shall pay all charges for gas, electricity, light, heat and yower rendered or supplied upon or in connection with the leased premises. For water, the Lessee shall pay the water bill for the entire building in which the demise's premises are a part but Lessee shall collect one-third of said expense from the other tenant.
- 37. Snow removal. Snow removal on the parking lot in front of the building in which the leased premises are a part shall be the joint responsibility of both the Lessee and the lessee of the store adjacent to the leased premises. Said parking lot shall be used by the customers of both tenants on a nonexclusive basis.
- 38. Right of First Refusal. Should Lessor, during the lease term, elect to sell the building of which the leased premises are a part, Lessee shall have the right of first refusal "o meet any bonafide offer of sale on the same terms and conditions of such offer. Don the Lessee's failure to meet such bonafide offer within 10 days after written notice thereof from Lessor, the Lessor shall be free to sell the premises to stable third person in accordance with the terms and conditions of the offer but without affecting this Lease.
- 39. The destruction of or damage 1- the building and the improvements on the let premises by reason of fire, the elements, or other casualty, shall not terminate this lease, and Lessor shall immediately undertake to restore the premises to their former condition, building and leaschold improvements, and shall complete such restoration as expeditiously as possible. (Lessor shall make arrangements with the mortgage not to demand ayment from the insurance proceeds, or, in the alternative, to refinance).

The insurance proceeds for contents and improverents made by Lessee shall be paid to Lessee and responsibility for replacing same chr.1) be with Lessee. The Lessee agrees to carry at its cost, its own fire and extended fire insurance for its contents and improvements.

LESSEE:

¥0 ¥ LESSOR:

SKOKIE TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED April 10, 1970, TRUST 910740

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By () Swind Boneficiaries

Ci u zan A

Park

One of the two Beneficiaries

1) Hoth-59 W. Denosti, SILoicie, IM.

Property of Cook County Clerk's Office

SCIENCE OF

Lots 6 and 7 in Block 2 in A. A. Lewis Evanston Golf Manor, a Subdivision of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 in Subdivision of the East 1/2 of the Northeast 1/4 (except the Southeast 1/4 of the North 1/2) of Section 22, Township 41 North, Range 13 lying east of the Third Principal Meridian in Cook County, Illinois***

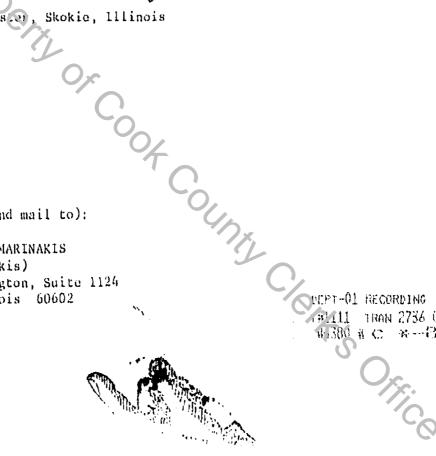
(2.7.7) (2076) Permanent rax No. 10-22-203-004, 005

4047 West Demps(2), Skokie, Illinois

PREPARED BY (and mail to):

MARINAKIS AND MARINAKIS (Christ Marinakis) 77 West Washington, Suite 1124 Chicago, Illinois 60602 (368-4550)

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