86386861

#### LEASE

AGREEMENT entered into this 31st day of July, 1986, between CARTER MOTOR COMPANY, an Illinois Corporation, LESSOR, and ROBERT W. CARTER, LESSEE, to amend the lease dated June 1, 1983 for a portion of the premises located in the City of Chicago, State of Illinois, County of Cook, described as set forth in Exhibit "A" attached to and made a part hereof, commonly known as 2711 West George Street, Chicago, Illinois, which property is further subject to a lease tetween ROBERT W. CARTER as Lessor and NATIONAL ADVERTISING COMPANY as Lessee which lease is attached hereto as Exhibit "B".

- 1. AMENDMENT. This Amendment supercedes and re-states in its entirety the lease dated June 1, 1983.
- 2. <u>LEASE</u>. Lessor leases to Lessee that portion of the premises described above and as set forth in the plat attached to and made a part hereof, as Exhibit "C", for the purpose of erecting and maintaining advertising signs thereon, including necessary supporting structures, devices, illumination facilities and connections, service ladders, and other appurtenances thereon, including free access to and upon the property.
- 3. TERM. This lease shall commence on October 1, 1984, and shall continue for a term of ten (10) years from the first day of the first month following erection of the advertising display contemplated by the Lesse between Lessee herein and National Advertising Company. Lessee shall have the option to extend this

lease for two (2) additional ten (10) year terms on the same terms and conditions.

- 4. RENTAL. Lessee shall pay Lessor rental of \$500.00 per year, payable annually on the anniversary of the signing of this lease. \$500.00 was paid on June 1, 1983. No additional rental shall be due until such time as an advertising sign is actually constructed on the premises. Rent shall be prorated monthly for the year in which the sign is completed.
- 5. CHANGE OF OWNERSHIP. In the event of any change of ownership of the property hereby leased, the Lessor agrees to notify the Lessee promptly of such change, and the Lessor also agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner.
- 6. QUIET ENJOYMENT. The Lessor covenants and warrants that if the Lessee shall pay the rental as nerein provided and shall keep and perform the other covenants herein stated, the Lessee shall and may, peaceably and quietly have, hold and enjoy the use of the premises herein demised for the term of this lease, such use to include access to the site over any lands under the control of the Lessor.
- 7. BINDING EFFECT. Neither the Lessor nor the Lessee shall be bound by any agreement or representation, expressed or implied, not contained herein. This lease shall inure to the benefit of and be binding upon the parties hereto and to their respective tenants, heirs, successors, personal representatives,

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executors, administrators, and assigns.

- OBSTRUCTION OF VIEW. If at any time the highway view of Lessee's displays is obstructed or obscured, or the advertising value of the displays is impaired or diminished, or the use or installation of such displays is prevented or restricted by law or by the Lessee's inability to obtain any necessary permits or licenses, or if the Lessee is unable, for any period of rinety (90) consecutive days or more, to secure and maintain a suitable advertising contract for the displays, or if there occurs a diversion of traffic from, or a change in the direction of traffic on highways leading past the Lessee's displays, the Lessee may, at its option, terminate this lease by giving the Lessor fifteen (15) days written notice, and the Lessor agrees to refund to the Lessee the rent previously paid for the unexpired portion of this lease. If any of the described in this paragraph shall at any time conditions temporarily exist, then the Lessee may, at its option, instead of terminating this lease, be entitled to an abatement of rent payable hereunder during the period such conditions or any of them exist, and to the refund of any rent paid in advance for the period of such abatement.
- 9. TRADE FIXTURES. All structures, displays and materials placed upon the said property by the Lessee are Lessee's trade fixtures and equipment, and shall be and remain the Lessee's propety, and may be removed by the Lessee at any time prior to or within a reasonable time after the termination of this lease or

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any extension thereof. In the event that the then owner of the real estate described in Exhibit "A" attached hereto, desires to have said fixtures and equipment removed at the termination of this lease, said removal shall be at the sole expense of Lessee herein. The Lessor agrees to allow the Lessee full access to the property occupied by the displays for the purpose of erecting, maintaining, changing or removing the displays at any time.

- permit any other party to erect any advertising displays or other advertising matter on any property owned or controlled by the Lessor within a radius of six hundred (600) feet of Lessee's displays, nor to permit any other obstruction to partially or completely obscure the normal highway view of said displays, subject to structures existing on June 1, 1983. The Lessee is hereby authorized to remove any such other advertising display or other obstruction at its option.
- harmless from any and all claims or demands on account of bodily injury or physical property damages, caused by or resulting from any negligent or willful act of the Lessee's agents or employees in the construction, maintenance, repair, change or removal of the Lessee's displays on the property, and agrees to carry, at its own cost and expense, adequate public liability insurance covering any such contingency so long as this lease shall remain in effect. The Lessor agrees to save the Lessee harmless from any and all claims or demands on account of bodily injury or

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physical property damage caused by or resulting from any negligent or willful act of the Lessor.

- 12. <u>SUBLEASE</u>. Lessee shall have the right to sublease at any time without approval of Lessor.
- 13. <u>RECORDING.</u> Either party may recored this lease with the Cook County Recorder.

SIGNED on the day and date first set out above.

LESSOR:

CARTER MOTOR COMPANY

LESSEE:

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Robert W. Calber

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### NATIONAL ADVERTISING COMPANY (Subsidiary of Minnesote Mining & Manufecturing Co.) Home Office: Bedford Park, Hillnole \$0501

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ircle Omm	(Subeldery of Minnesole Mining & Manufecturing Co.) Home Office: Bedford Park, Hilmole \$0501
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	THIS AGREEMENT, made this 20th day of July
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	hereinetter called the Lessor, and National Advertising Company, of Bedford Park, Illinois, hereinafter called the Lessoe.
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	WITNESSETH:  1. The Lesson (a) pby lesses unto the Lesson, and the Lesson har boy lesses from the Lesson, the use and possession of the portion to be occupied of the following the lesson.
	ing described premier, to the purposes of erecting and maintaining advertising displays (peinted, reflectionized, printed, illuminated, or otherwise), including necessary structures, display power poles and cognections.
	2. The property it at a consect is located about males N (E+S-W or CALLEONILA AV.
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Ę	the T-01835 of C0158890
or Permit No	1. The term of this lease shall common car in 10-1 19 84 and unless terminated sertion in the manner hereinafter set forth, shall continue for a
ĝ	today form of ten years from the hint day of the hint record form. Someth following prection of the advertising deplay(s) (hereinable content which are been bond that according to the according to the second form with the second form with according to the second form with a second form w
₹	variety of the effective date by written notice of termy latter given not use then birty days prior to such anniversary date by effect the Lessor of Lesson.
<b>3</b> .	4. In consideration of the foregoing and the mutur, pilymises herein contented, and other good and valuable consideration. the Lesses agrees to pay the Lesses at the rate of \$ 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
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Avail. Reloc.	to a 30 day delay for processing) with supplementary adjustments to be mone oronotry when the advertising status of the diagley(s) is changed. When feasible, the payment date with be adjusted to establish with erresponsers of the effective of 1s. Rent shall be deemed to have been medican the design) scheduled unless Lesso retilies Lesso of real-receipt of payment.
₹.	A. ABOTTIONAL PROVISIONS. The provisions printed on the revers, her and are hereby incorporated herein by appellic reference and constitute to a part of this agreement.
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S	Accepted by: NATIONAL ADVERTISING COMPANY, LESSEE 7933 Long Avenue 7933 Long Avenue
2	By Keist Davin Skokie, (Cook) II 60077
满	Ca. Cardy Bress

#### STANDARD LEASE AGREEMENT

- 8. In the event of any change of ownership of the property hereby tested, the Lessor agrees to notify the Lessoe promptly of such change, and the Lessor agrees to give the new owner format written notice of the existence of this tesse and to deliver a copy thereof to such new dwiner.
- ? Unless specifically stated otherwise herein, the Lessor represents and warrants that he is either the Dwiner or the Agent of the Owner of the property herein demand, and that he has full authority to enter into this lesse. The Lessor covenants and warrants that if the Lesses shall pay the rental as herein provided and shall keep and perform the other covenants herein stated, the Lesses shall and may, peaceably and quietly layer, hold and enjoy the use of the premises herein demised for the term of this lesse, such use to include access to the site over any fands under the control of the Lessor.
- a. Mesting the Lessor nor the Lessoe shall be bound by any agreement or representation, expressed or implied, not contained herein. This lesse shall be deemed to have been accepted and its terms enforceable only upon the acceptance hereof by the Lesses in the space provided. Following such acceptance, it shall inture to the benefit of and be binding upon the parties hereto and to their respective tenants, heirs, successors, personal representatives, executions, administrators, and seeigns.
- 9 In the event that the portion of the Lessor's property occupied by the Lessor's displays is to be improved by arecting a parmanent private commercial or residented busiding, as evidenced by a busiding parmit, requiring removal of Lessor's displays, the Lessor may terminate this clease open giving the Lessor inner; (90) days written notice of termination, together with a copy of the busiding parmit, sent by registered mail to either the Lessor's rivine. Office or the Branch Office listed, and upon the Lessor's refunding to the Lessoes the next previously paid for the unexpired portion of this Lessoe beyond the termination date plus the total cost of the construction and the removal of Lessoe's displays, less 1/180th of such cost for each full month of this Lessoe part to the notice of termination. The Lessoe agrees for the construction within the ninety (90) days after the deplays have been removed, the Lessoe may, at its option, remains the Lessoe by written notice to the Lessor, and it so reinstated, the Lessor agrees to reinhourse the Lessoe for as freeconable expenses in replacing the Lessoe's displays on the Lessoe for the property are not to be utilized for such building. The Lessoe for the option to use the remaining portion or the ensures after the second the option to use the remaining portion or the ensures. It is not such as a cannot be senerosed if the demised premises shall be condemned or taken by power of eminent domain, or if the property is conveyed to an entity acting as or on builty of any public entity which has the power of eminent domain.
- 10. If et any time the hight by liew of the Lessee's displays is obstructed or obscured, or the soverheing value of the displays is impaired at distinguised. Or the use or installation of such displays is professionally law or the treasurementality to obtain any necessary permits or floeress, or if the Lessee is unable, for any period of minety (80) consecutive days it. I more, to secure and maintain a suitable advertising contract for the displays, or if there docume a diversion of traffic on high last, insiding past the Lessee is displays. The Lessee may, at its option, farmines this tiese by giving the Lessee filteen (15) days written notice, and the Lessor agrees to refind of the Lessee the rent previously paid for the unexpired portion of this lesse. If any of the conditions described in this paragraph shall at any time temporarity exist. Then I will be seen any at its option, instead of terminating this lesse to entitled to an abatement of rent psychie hereunder during the pends such aparticular any of them exist, and to the refund of any rent part in advance for the period of such abatement.
- 11. All structures, displays and materials placed upon the said property by the Lesses at Each fixtures and equipment, and shall be and remain the Lesses are property, and may be removed by the Lesses at any brue har or within a reasonable time after the termination of this lesse or any extension thereof. The Lesses agrees to allow the Lesses but access to the property occupied by the displays for the purpose of executing, maintaining, changing or removing the displays at any time.
- 12. The Lessor agrees not to erect or permit any other printy in erect any sovertising displays or other advertising malter on any property earned or controlled by the Lessor within a radius of six hundred (800) feet of Lessoe's Unit (27) nor to permit any other obstruction to pertially or completely obscure the normal highway view of each displays, and the Lessoe is hereby authorized to remove an isour attended displays, and the Lessoe is hereby authorized to remove an isour attended displays.
- 13. The Lagues agrees to save the Laccor harmises from any and all claims or demands on account of bodily injury or physical property demands, caused by or resulting from any negligent or wittps act of the Laccor's agents or employer, in the construction, maintenance, repair, change or remained of the Laccor's deployer on the property, and agrees to carry, at its own coat and expense, adequate public labelity insurance covering any such contingently so long as that lease shall remain in affect. The Laccor agrees to carry at its own coat and expenses are any and all claims or or inaction account of bodily injury or physical property demands are resulting. m any negligent or willful act of the Lessor. · ( )/44 · 4 LEGAL DESCRIPTION OF LEASED PREMISES (for recording purposes): 8638686 State of County of . On this. day of 19. ... before me. (Print Name of Notary) known to me (or satisfactority doed that he or she voluntarily assecuted the same for the uses and our poses herein contained In witness whereof, I have hereunto set my hand and official seel

EXISTING STRUCTURE LEASE: LESSOR WARRANTS THAT SINCE

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OR EARLIER, THIS LOCATION HAS BEEN OCCUPIED BY THE EXISTING
SIGN STRUCTURE WHICH STRUCTURE HAS NOW BECOME LESSORS
OWN PROPERTY, AND LESSOR HEREBY ASSIGNS TO LESSEE ALL OF
LESSOR'S RIGHT'S TO SUCH STRUCTURE.

( LESSOR'S
SIGNATURE)

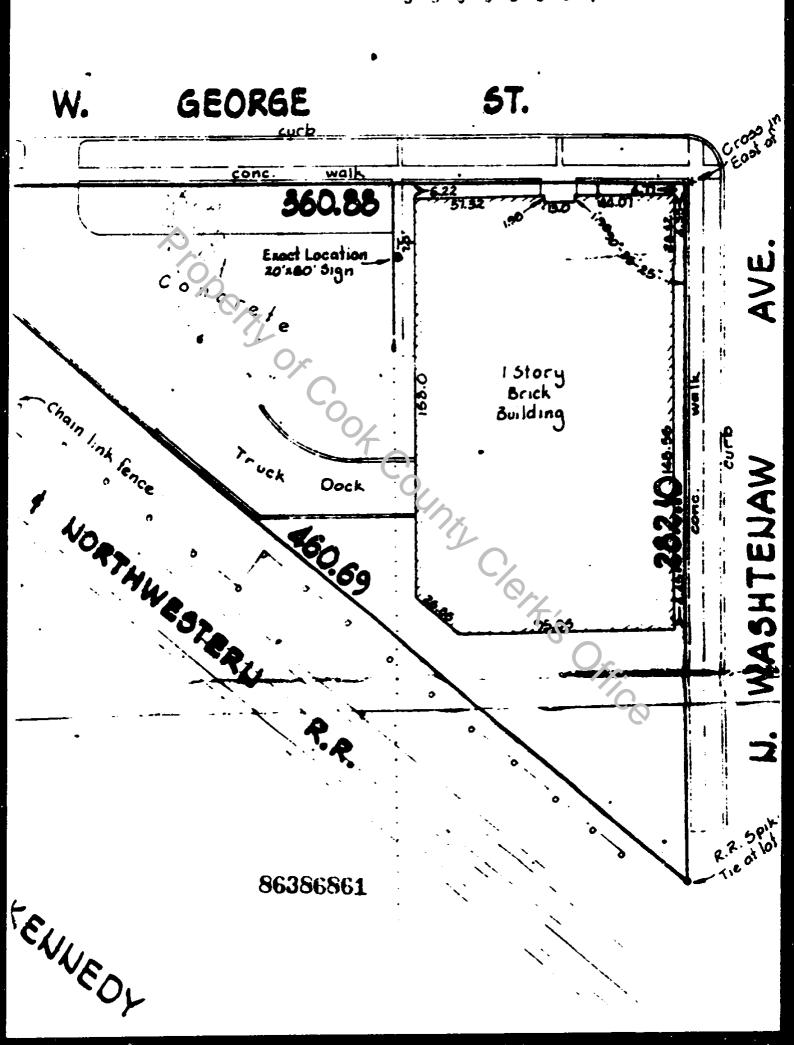
Property of Cook County Clerk's Office

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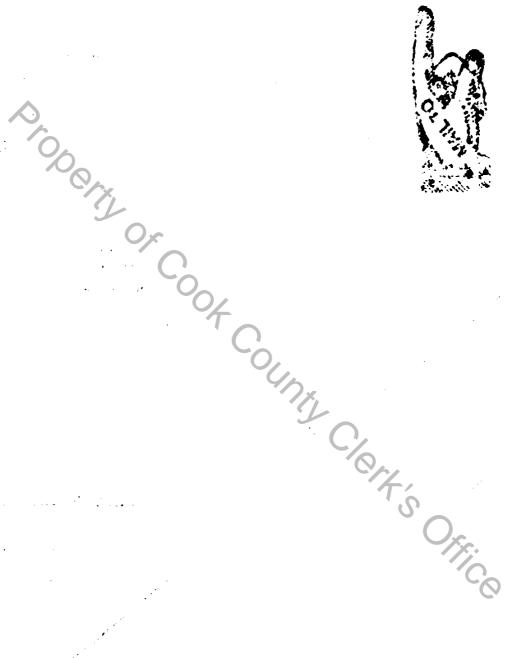
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