

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
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## ASSIGNMENT AGREEMENT

This Assignment Agreement is made and entered into by American National Bank & Trust Co., not individually but solely and only as Trustee under a certain trust agreement dated February 1, 1980 and known as Trust Number 49871, Noel F. White and Andrew Davis, III ("Landlord"), Peter Carlton at 8010 S. Halsted Street, Inc., an Illinois corporation ("Assignor"), and Bysom Enterprises, Ltd. ("Assignee") this 6 day of November, 1987.

WITNESSETH:

*Handwritten initials/signature*

WHEREAS, by lease (the "Lease") dated January 2, 1980, Landlord leased to Stony Island Corporation, an Illinois corporation ("Stony Island") certain premises described in the Lease and commonly known as 8010 S. Halsted, Chicago, Illinois;

WHEREAS, Stony Island subsequently assigned its right, title and interest in said Lease to Assignor;

WHEREAS, a copy of the Lease is attached hereto and incorporated herein as Exhibit A;

WHEREAS, Assignor wishes to assign to Assignee all of its right, title and interest in and to said Lease, Assignee desires to accept said assignment, and Landlord desires to consent to and accept said assignment;

NOW, THEREFORE, in consideration of the premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Assignor hereby assigns to Assignee, effective October 1, 1987, all of Assignor's right, title and interest in and to the Lease and to the leasehold estate created thereby which is legally described as follows:

71-33864 D2 EA 1204375 GILBERTSON

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*Handwritten initials/signature*

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the following is a true and correct copy of the original as the same appears in the records of the County Clerk's Office, Cook County, Illinois, to-wit:

1. The name of the person named in the foregoing is \_\_\_\_\_

2. The name of the person named in the foregoing is \_\_\_\_\_

3. The name of the person named in the foregoing is \_\_\_\_\_

4. The name of the person named in the foregoing is \_\_\_\_\_

5. The name of the person named in the foregoing is \_\_\_\_\_

6. The name of the person named in the foregoing is \_\_\_\_\_

7. The name of the person named in the foregoing is \_\_\_\_\_

8. The name of the person named in the foregoing is \_\_\_\_\_

9. The name of the person named in the foregoing is \_\_\_\_\_

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LEASEHOLD ESTATE CREATED BY LEASE FROM AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 1, 1980 AND KNOWN AS TRUST NUMBER ~~4071~~, 49871, LESSOR, TO STONY ISLAND CORPORATION, A CORPORATION OF ILLINOIS, LESSEE, DATED JANUARY 2, 1980 AND RECORDED JULY 8, 1980 AS DOCUMENT NUMBER 25508091 DEMISING THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING JANUARY 1, 1980 AND ENDING DECEMBER 31, 1994 TO WIT: LOTS 1 THROUGH 6 IN BLOCK 8 IN CHESTER HIGHLANDS 2ND ADDITION TO AUBURN PARK BEING A SUBDIVISION OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2. Assignee accepts such assignment of the Lease and assumes and agrees to make all payments to be made by Assignor pursuant thereto and, to perform and keep all other provisions, conditions and covenants to be made, kept and performed by Assignor pursuant thereto and releases Assignor from all liability and obligations thereunder.

3. Assignee hereby agrees to make all payments due pursuant to the Lease directly to Landlord or as otherwise directed by Landlord.

4. Assignee hereby indemnifies and holds Assignor harmless from and against any claims, damages, injuries, liens, costs or actions, including reasonable attorneys' fees, in any way arising from or in connection with the leasehold premises and the rights and obligations of the parties under the lease, except any claims arising from the acts or omissions of Assignor prior to the effective date of this Assignment.

5. The parties acknowledge that the Lease provides for (a) an initial term of five (5) years, which commenced on January 1, 1980 and ended on December 31, 1984, and (b) two (2) options to renew. The first such option, which has been duly exercised by Assignor, is for a ten (10) year period which commenced at the expiration of the initial term. The second such option is for a fifteen (15) year period commencing at the expiration of the first option term.

6. Landlord and Assignor acknowledge that the Assignor exercised its option so as to renew the Lease for a term of ten (10) years which commenced at the expiration of the initial term.

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*W ad*  
*LLP*  
*MA*

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APPROVED



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ASSIGNOR:

Peter Carlton at  
8010 S. Halsted Street, Inc.,  
an Illinois corporation

By: *P. Carlton*

Its: AUTHORIZED AGENT

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

ASSIGNEE:

Bysom Enterprises, Ltd.

By: *Ronald Stetson*

Its: *Pres*

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

BOX 333 - GG

AFTER RECORDING, RETURN TO:

TERRY RETSON  
Suite 610  
8585 Broadway  
Merillville, IN 46410

PREPARED BY

SCOTT L. BLICKSON  
444 N. MICHIGAN  
CHICAGO, IL 60610

P.I.N. #'s 20-32-215-018 <sup>B30</sup> 211  
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Property Address:  
8010 S. Halsted  
Chicago, IL

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the Illinois

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EXHIBIT 6 239

LEASE

THIS LEASE is made and entered into by AMERICAN NATIONAL BANK & TRUST CO. as Trustee under certain trust agreement dated February 1, 1980 and known as Trust number 49871 (hereinafter collectively called "the Lessor"), and <sup>STN</sup> STONY ISLAND CORPORATION, <sup>ad</sup> an Illinois corporation (hereinafter called "the Lessee").

1. PREMISES. The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor those certain premises in the City of Chicago, County of Cook and State of Illinois legally described as follows:

Lots 2, 3, 4, 5 and 6 in Block 8 in Chester Highlands Second Addition to Auburn Park, being a subdivision of the East 7/8 of the South 1/2 of the North East 1/4 of the North East 1/4 of Section 32, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly referred to as 8010 South Halsted.

2. IMPROVEMENTS. The leased premises have been improved with a restaurant building, which is included in this Lease as a part of the demised premises, along with the adjacent parking area. Neither the Lessor, nor its agent have made any representations with respect to the building, the land upon which it is erected, or the leased property, except as expressly set forth herein and no rights, easements or licenses are acquired by the Lessee by implication or otherwise, except as expressly set forth in the provisions of this Lease. The taking of possession of the leased property by the Lessee shall be conclusive evidence that the Lessee accepts the same "as is" and that the leased property and the building, of which the same form a part, were in good condition at the time possession was taken.

3. TERM. The term of this Lease shall be for five (5) years. The term shall commence on January 1, 1980 and end on December 31, 1984, both dates inclusive.

Davis DEP. CL. NO. 4 (Original) ad  
FEB 10, 1980 OF 9/17/82 2504

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12/31

THE NATIONAL BANK OF THE UNITED STATES  
has the honor to acknowledge the receipt of your letter of the 12th inst.  
concerning the deposit of \$100,000.00 in the name of the  
National Bank of the United States, New York, New York, for the  
purpose of establishing a trust fund for the benefit of the  
children of the late Mrs. J. Edgar Hoover, deceased.

The National Bank of the United States, New York, New York, is  
pleased to advise you that the same has been accepted and the  
trust fund has been established in the name of the National Bank  
of the United States, New York, New York, for the benefit of the  
children of the late Mrs. J. Edgar Hoover, deceased.

The National Bank of the United States, New York, New York, is  
pleased to advise you that the same has been accepted and the  
trust fund has been established in the name of the National Bank  
of the United States, New York, New York, for the benefit of the  
children of the late Mrs. J. Edgar Hoover, deceased.

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children of the late Mrs. J. Edgar Hoover, deceased.

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trust fund has been established in the name of the National Bank  
of the United States, New York, New York, for the benefit of the  
children of the late Mrs. J. Edgar Hoover, deceased.

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## 4. OPTION TO RENEW HELD BY LESSEE. The Lessor hereby

grants to the Lessee two (2) options to renew this Lease. The first such option is for an additional ten (10) year period from the expiration of this written lease. The second option is for an additional fifteen (15) year period from the expiration of the first option. The rental under the aforesaid options shall be at a percentage rate of the Lessee's gross sales, as further defined hereunder, and upon the same terms and conditions as contained in this Lease. To exercise these options the Lessee must notify the Lessor in writing not later than one hundred twenty (120) days prior to the expiration of the effective term of Lessee's intention to exercise said option.

## 5. RENT

The Lessee agrees to pay to Lessor as rent in each lease year, defined by the period from September 1 to August 31, during the term of this lease, a sum equal to five and one-half percent (5 1/2%) of the Lessee's net sales, defined as gross sales less sales tax, computed monthly, provided however, that the Lessee shall deduct from the lease payments an amount equal to the loan payments, paid monthly, due to South Shore Bank of Chicago in order to repay a \$175,000 portion of a \$500,000 loan, that portion being those funds allocated to improve the property under this lease. But said net rental sum paid shall in no event be less than a minimum rent of \$1,441.62 per month, payable monthly on or before the fifth (5th) day of each month during the term of this lease. Lessee shall furnish to the Lessor a statement of the Lessee's gross and net sales, computed monthly.

In the event net sales exceed \$850,000 during a lease year, an additional rent of eight percent (8%) of said net sales in excess of \$875,000 would be due on or before September 30, thirty (30) days after the end of the lease year.

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~~1988 executed by WBL Associates, Inc., Lessee hereunder, in favor of Lessor, said period to begin ninety (90) days after the date of the formal opening of the restaurant to be operated on the demised premises (Exhibit A).~~

(b) Definition of Gross Sales. The term "gross sales" shall mean all receipts from the conduct of all business upon the leased property, including, without being limited to, the gross sales of merchandise at or supplied from the leased property, whether sold for cash or on a charge or credit basis, all charges for the rendition of services upon or supplied from the leased property, and all sales and business of any licenses or concessionaires operating upon the leased property.

In computing gross sales, there shall be deducted the amount of all taxes payable by the seller on the sale of merchandise or services in or from the leased property under any Federal, State or local law levying or imposing a tax upon the sale of merchandise or services; provided, however, that no capital stock tax, privilege tax, or franchise tax, and no income or similar tax based upon income or profits as such, shall be deducted from gross sales.

(c) Accounting. The Lessee shall keep, or cause to be kept, full, complete and proper books, records and accounts of the gross sales and credits of each separate department and concession at any time operated in the demised premises; said books, records and accounts, including any sales tax reports that the Lessee may be required to furnish to any governmental agency, shall at all reasonable times be open to the inspection of the Lessor, Lessor's auditor or other authorized representative or agent. The store operated by the tenant on the leased property shall employ tape recording cash registers or such other sales recording devices commonly used in lieu thereof, provided such other devices make a permanent, written record

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of each sale. No sale of any merchandise or service will be made by the Lessee without recording the amount paid therefor on such cash register or other recording device. The Lessor may at all times during business hours of the store on the leased property take readings of such cash register or other recording device and observe the operation of the recording of sales thereon.

*2d*  
(d) Year End Adjustment. Within *THIRTY* (30) days after the close of each Lease year, a final adjustment and accounting for each Lease year shall be had to determine the gross sales of the preceding Lease year, and the amount of rent paid monthly by the Lessee during such preceding Lease year, including the rent based upon the percentage of gross sales. In the event the amounts of rent for said year actually paid by the Lessee exceed *five* and one-half percent (5-1/2%) of gross sales as so computed on a twelve (12) month basis, then such excess rental payments shall be credited by the Lessor to the Lessee upon the next installment or installments of monthly rental due under the Lease; provided, however, that the Lessee shall never pay less for any Lease year than the minimum rental of One Thousand *FOUR HUNDRED FORTY ONE* (1,441-62) per month as provided for above.

If, upon any examination by the Lessor of the books and records of the Lessee, an error shall be revealed in favor of the Lessor which results in there being due to the Lessor additional percentage rental for the year in excess of Two Hundred and Fifty Dollars (\$ 250.00), then the reasonable costs of such examination shall be paid for by Lessee to Lessor. Nothing contained in this Lease shall be construed as creating a partnership or joint venture between the Lessor and the Lessee, or between the Lessor and any other party, or cause the Lessor to be responsible in any way for the debts or obligations of the Lessee or any other party.

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The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the records of the Court in the above entitled cause.

Witness my hand and the seal of the Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of the Court

\_\_\_\_\_  
Deputy Clerk

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(c) Operation of Business. The Lessee shall continue during the entire term of this Lease, operate said business on said premises with due diligence and efficiency as to reasonably produce the maximum sales to the Lessee and shall keep said premises open for business and cause such business to be conducted thereon during each and every day for such number of hours each day as is customary for business of like character in that city to be open for business; provided, however, this provision shall not apply if the demised premises shall be closed because the business of the Lessee therein shall be temporarily shut down because of strikes, lock-outs or causes beyond the control of Lessee, or for more than three (3) days out of respect to the memory of any deceased officer or employee of the Lessee, or the relative of any such officer or employee.

(c) Additional Rent. The Lessee shall pay all real estate taxes, assessments, water rates and water charges, and all other governmental levies and charges, special and general, ordinary and extraordinary, foreseen as well as unforeseen, of any kind, which are assessed or levied upon the leased property or any part thereof, or become payable during the term of the Lease. All such taxes and assessments assessed prior to the term hereunder, payable in whole or in installments after the effective date of the Lease, and all taxes and assessments assessed during the term, payable in whole or in installments after the end of the term hereunder, shall be adjusted and prorated, so that the Lessor shall pay its proportionate share for the period prior to and for the period subsequent to the term hereunder, and the Lessee shall pay its proportionate share for the term hereunder. The Lessee shall pay to Lessor the amount of such tax or assessment not less than twenty (20) days prior to the due date of any taxes and assessments.

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shall then proceed to pay same, exhibiting to Lessee the paid receipt therefor. If such taxes or assessments are paid directly by Lessee, Lessee shall furnish to Lessor for its inspection, within fifteen (15) days after the date any amount is payable by the Lessee, as provided in this paragraph, official receipts of the appropriate taxing authority or other proof satisfactory to the Lessor evidencing payment.

(g) Security Deposit. The Lessee shall not be required to deposit with Lessor any sum as security for the full and faithful performance by the Lessee of all the terms of this Lease required to be performed by the Lessee.

6. USE OF PREMISES. The Lessee agrees that the demised premises shall be used and occupied only for the general fast-food restaurant business, and for no other purpose or purposes, without the Lessor's written consent. The Lessee shall not use or permit the demised premises to be used for the sale of intoxicating beverages of any kind.

7. REPAIRS. 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, all equipment used in connection with the leased property, and the sidewalks, curbs, and vaults adjoining or appurtenant to the leased property. Such repairs and replacements, interior and exterior, 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 account, and the expense thereof shall constitute and be collectible as additional rent. The

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Lessee shall also, at its own expense, put and maintain in thorough repair and in good and safe condition, and free from dirt, snow, ice, rubbish and other obstructions and/or encumbrances, the sidewalks, areas, chutes, sidewalk hoists, railings, gutters, and curbs in front of and adjacent to the leased property.

8. ASSIGNMENT AND SUBLETTING. The Lessee shall not assign this Lease, or any interest therein, nor let or underlet the said premises, or any part thereof, or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person, without the written consent of the Lessor first had and obtained. Consent to the assignment shall not be unreasonably withheld by the Lessor.

9. COMPLIANCE WITH LAW. The Lessee, at its sole expense, shall comply with all laws, orders and regulations of Federal, State and Municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon the Lessor or the Lessee with respect to the leased property. The Lessee, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease, or for the making of repairs, alterations, improvements or additions, and the Lessor, when necessary, will join with the Lessee in applying for all such permits or licenses.

10. INSOLVENCY. If any proceedings in bankruptcy or insolvency be filed against the Lessee or if any writ of attachment or writ of execution be levied upon the interest herein of the Lessee and such proceedings or levy shall not be released or dismissed within sixty (60) days thereafter, if any sale of the leasehold interest hereby created or any part thereof should be made under any execution or other judicial process, or if the Lessee shall make any assignment for benefit of creditors or shall voluntarily institute bankruptcy or insolvency proceedings, the Lessor, at

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Lessor's election, may re-enter and take possession of said premises and remove all persons therefrom and may, at Lessor's option, terminate this Lease.

11. ATTORNEY'S FEES. In the event of any litigation between the parties hereto arising out of this Lease, or the leased premises, the prevailing party therein shall be allowed all reasonable attorney's fees expended or incurred in such litigation to be recovered as a part of the costs therein.

12. DEFAULT. This Lease is made upon the express condition that if the Lessee fails to pay the rental reserved hereunder or any part thereof after the same shall become due, and such failure shall continue for a period of thirty (30) days after written notice thereof from the Lessor to Lessee, or if the Lessee fails or neglects to perform, meet or observe any of the Lessee's other obligations hereunder and such failure or neglect shall continue for a period of ninety (90) days after written notice thereof from the Lessor to Lessee, then the Lessor at any time thereafter, by written notice to the Lessee, may lawfully declare the termination hereof and re-enter said premises or any part thereof, and by due process of law, expel, remove and put out the Lessee or any person or persons occupying said premises and may remove all personal property therefrom without prejudice to any remedies which might otherwise be used for the collection of arrears of rent or for preceding breach of covenant or conditions.

Notwithstanding any other provisions of this Lease, where the curing of an alleged default requires more than payment of money, and the work of curing said default cannot reasonably be accomplished within the time otherwise permitted herein, and where the Lessee has commenced upon the said work of curing said default and is diligently pursuing same,

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then the Lessee shall be entitled to reasonable time extensions to permit the completion of said work of curing said default, as a condition precedent to any re-entry by the Lessor or termination of this Lease by the Lessor, and any defect that is cured shall not thereafter be grounds for re-entry or for termination.

13. NONWAIVER OF DEFAULT. The subsequent acceptance of rent hereunder by the Lessor shall not be deemed a waiver of any preceding breach of any obligation hereunder by the Lessee other than the failure to pay the particular rental so accepted, and the waiver of any breach of any covenant or condition by the Lessor shall not constitute a waiver of any other breach regardless of knowledge thereof.

14. INDEMNITY AND INSURANCE. Through the term of this Lease, Lessee shall keep the demised premises insured against the following:

- (a) Loss or damage by fire and extended coverage from time to time available in amounts sufficient to prevent the Lessor from becoming a co-insurer within the terms of the applicable policies, and in any event, in an amount not less than eighty percent (80%) of the then insurable value. Such insurance at the beginning of the term hereunder may be as follows:
  - (i) Fire and extended coverage on the building - \$100,000.00.
  - (b) Claim for personal injury or property damage under a policy of general public liability insurance, with such limits as may reasonably be requested by Lessor from time to time, but not less than \$500,000.00 / \$1,000,000.00 in respect of bodily injury, and \$200,000.00 property damage.

All insurance policies provided for herein shall be effected under enforceable policies issued by recognized responsible insurers and licensed to do business in this State. At least thirty (30) days prior to the expiration date of any policy, the original renewal policy for such insurance shall be delivered by Lessee to Lessor together with satisfactory evidence of its payment. In the policies of insurance referred to in subparagraph (a)

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Hereunder, the Lessor shall be named as insured up to \$35,000.00 and the Lessee as beneficiary for \$65,000.00. All other policies of insurance shall name the Lessor and the Lessee as insured as their interests appear. At the request of the Lessor, any insurance policy shall contain a mortgage clause endorsement payable to the holders of any mortgage or trust deed covering the premises herein demised. Such policies shall contain a provision that such policies shall not be cancelled, except upon ten (10) days prior written notice to Lessor and the holders of any mortgage or trust deed to whom loss may be payable. ~~At the option of the Lessor, the insurance policies referred to in subparagraph (a) hereinafore shall be deemed so much additional fixed rent due from Lessee and shall be paid by Lessee with the next monthly installment of the fixed monthly cost hereunder.~~

15. UTILITIES AND SERVICES. The Lessee agrees to pay for all water, fuel, gas, oil, heat, electricity, power, materials, and services which may be furnished to it or used by it in or about the demised premises and to keep said demised premises free and clear of any lien or encumbrance of any kind whatsoever created by Lessee's act or omission.

16. ENTRY AND INSPECTION. The Lessee shall permit Lessor and its agents to enter the demised premises at all reasonable times for any of the following purposes: to inspect the same; to maintain the building in which the said premises are located; to make such repairs to the demised premises as the Lessor is obligated or may elect to make; to post notices of nonresponsibility for alterations or additions or repairs. The Lessor shall have such right of entry and the right to fulfill the purpose thereof without any rebate of rent to the Lessee for any loss of occupancy or quiet enjoyment of the demised premises thereby occasioned.

17. DESTRUCTION OF PREMISES. In the event of a total or partial destruction of the said premises during said term from any cause,

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the Lessor shall forthwith repair the same, provided such repairs can be made within one hundred eighty (180) days under the laws and regulations of State, Federal, County or Municipal authorities, but such partial destruction shall in no wise annul or void this Lease, except that the rent reserved to be paid hereunder shall be equitably adjusted according to the amount and value of the undamaged space.

Should the total or partial destruction result from causes covered by the fire and extended coverage insurance furnished by the Lessee, the insurance proceeds shall be made available to the Lessor to effect the required repairs. In the interests of expediency, the Lessee may, at its option, elect to make the necessary repairs, in which event the insurance proceeds shall be made available to the Lessee for such purpose.

If such repairs cannot be made within one hundred eighty (180) days, this Lease may be terminated at the option of either party.

18. ALTERATIONS. The Lessee shall not make, or suffer to be made, any alterations of the real property improvements in excess of Two Thousand (\$2,000.00) Dollars in value without the written consent of the Lessor first had and obtained, and any additions to, or alterations of, the said real property improvements shall become at once a part of the realty and belong to the Lessor. If written consent of the Lessor to any proposed alterations by the Lessee shall have been obtained, the Lessee agrees to advise Lessor in writing of the date upon which such alterations will commence in order to permit the Lessor to post notice of non-responsibility. The Lessee shall keep the demised premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

19. CONDEMNATION. If the whole of the premises hereby demised shall be taken or condemned by any competent authority for any

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public use or purpose, then the term hereby granted shall cease on the day prior to the taking of possession by such authority or on the day prior to the vesting of title in such authority, whichever first occurs, and rent hereunder shall be paid to and adjusted as of that day.

If a portion of said demised premises shall be condemned or taken and, as a result thereof, there shall be such a major change in the character of the premises as to prevent Lessee from using the same in substantially the same manner as theretofore used, then and in that event, the Lessee may either cancel and terminate this Lease, as of the date when the part of the premises so taken or condemned shall be required for such public purpose, or said Lessee may continue to occupy the remaining portion; provided, however, the Lessee shall give written notice to the Lessor, within fifteen (15) days after the date of any taking or vesting of title, of its election. In the event the Lessee shall remain in possession and occupation of the remaining portion, all the terms and conditions of this Lease shall remain in full force and effect with respect to such remaining portion, except that the rent reserved to be paid hereunder shall be equitably adjusted according to the amount and value of such remaining space; and provided further that Lessor shall, at Lessor's own expense, promptly and with all reasonable diligence (subject to strikes, lock-outs, inability to procure material and labor in the free market, governmental restrictions, fire, the elements, and other extraordinary conditions beyond Lessor's reasonable control) do such work as to make a complete architectural unit of the remainder of the building on the demised premises and this Lease shall continue for the balance of its term, subject to the terms and conditions herein stated.

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The following is a copy of the original document as it appears in the records of the Cook County Clerk's Office. It is not a certified copy and should not be used for legal purposes. The text is extremely faint and largely illegible due to the quality of the scan. It appears to be a multi-paragraph document, possibly a deed or a contract, but the specific details cannot be discerned. The document is watermarked with "Property of Cook County Clerk's Office" diagonally across the center.

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The entire award of damages or compensation for the premises taken, or the amount paid pursuant to private purchase in lieu thereof, whether such condemnation or sale be total or partial, shall belong to and be the property of the Lessor, <sup>UP TO 20% BY THE PROPERTY AND SHALL BEL TO THE LESS UP TO 80.</sup> and the Lessee hereby assigns to Lessor any and all such award or purchase price. Nothing herein contained shall be deemed or construed to prevent Lessee from interposing and prosecuting in any condemnation proceeding a claim for the value of any trade fixtures installed in the demised premises by the Lessee and in the case of a partial condemnation of the demised premises, the cost, loss or damages sustained by Lessee as the result of any alterations, modifications or repairs which may be reasonably required of the Lessee in order to place the remaining portion of the demised premises not so condemned in a suitable condition for Lessee's further occupancy.

20. ABANDONMENT. The Lessee agrees not to vacate or abandon the premises at any time during the demised term. Should the Lessee vacate or abandon said premises or be dispossessed by process of law or otherwise, such abandonment, vacation or dispossession shall be a breach of this Lease and, in addition to any other rights which the Lessor may have, the Lessor may remove any personal property belonging to the Lessee which remains on the demised premises and store the same, such removal and storage to be for the account of the Lessee.

21. LAWS AND REGULATIONS. The Lessee, at its own cost and expense, shall comply promptly with all laws, rules and orders of all Federal, State and Municipal governments, or departments, which may be applicable to the leased premises, and shall likewise promptly comply with the requirements of the Board of Fire Underwriters concerning the premises.

22. NOTICES. All notices to be given to the Lessee shall be in writing, deposited in the United States mail, certified or registered, with



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postage prepaid, and addressed to the Lessee at:

Stony Island Corporation  
Suite 1919  
221 N. La Salle Street  
Chicago, Illinois 60601

Notices by the Lessee to Lessor shall be in writing, deposited in the United States mail, certified or registered, with postage prepaid, and addressed to the Lessor at:

Trust Number 49871  
American National Bank & Trust Co.  
Chicago, Illinois

Notices shall be deemed delivered when deposited in the United States mail, as above provided. Change of address by either party must be by notice to the other in the same manner as above specified.

23. HOLDING OVER. Any holding over after the expiration of said term, with the consent of the Lessor, shall be construed to be a tenancy from month to month, and shall be on the terms and conditions herein specified, so far as applicable.

24. SUBORDINATION. The Lessee agrees that this Lease shall be subordinate to any mortgages or trust deeds that may hereafter be placed upon the premises, to any and all advances made or to be made under them, to the interest and all obligations secured by them, and to all renewals, replacements and extensions of them. Provided, however, the mortgagee or beneficiary named in any such mortgages or trust deeds shall recognize the Lease of the Lessee in the event of foreclosure if the Lessee is not in default under the terms of this Lease. If any mortgagee or beneficiary elects to have this Lease superior in its mortgage or deed of trust and gives notice of its election to Lessee, then this Lease shall be superior to the lien of any mortgage or trust deed whether this Lease is dated or recorded before or after the mortgage or trust deed.

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25. RELATIONSHIP OF PARTIES. It is understood and agreed that the relationship of the parties hereto is strictly that of landlord/tenant. This Lease shall not be construed as a joint venture or partnership. The Lessee is not and shall not be deemed to be agent or representative of the Lessor.

26. EXCLUSIVE USE. If the Lessor is or becomes the owner or in control of other real property contiguous to or within view of the leased premises, then the Lessor shall not permit said property to be used for a fast-food restaurant purpose, similar in nature to that of Lessee, without the prior written consent of the Lessee herein.

27. PERSONAL PROPERTY. The Lessor acknowledges that the Lessor has no interest in any personal property or equipment or furniture and fixtures presently installed or which may be installed by the Lessee upon the leased premises, and the Lessor agrees in the future to furnish the Lessee, upon request, such Landlord's Waiver or Mortgagee's Waiver or similar document as may be reasonably required by an institutional lender or equipment lessor in connection with the Lessee's acquisition or financing, respecting such personal property, equipment, furniture and fixtures. No liens shall be issued with regard to equipment, set forth in Exhibit B, previously owned by the Lessor, as properly transferred by Bill of Sale dated concurrent herewith from Lessor to Lessee. (Exhibit C). The Lessee shall have the right to remove the same at the termination of this Lease, and shall be permitted five (5) days after the effective date of termination of the term or any renewal or hold-over term within which to accomplish the removal, and shall be obligated to repair any damage caused by removal.

28. NEGOTIATION AND EXECUTION. The furnishing of this Lease form by the Lessee to a prospective Lessor shall not be considered an offer to lease, even though completed in every respect, unless and until the docu-

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ment has been executed by two officers of the Lessee. No correspondence or other communication respecting this Lease shall create any obligation to go forward with this Lease until the Lease document itself is fully completed and signed by both the Lessor and Lessee.

The Lease form furnished by the Lessee has dated pages. The Lessor represents that no changes have been made by it or its agents to any such page, unless the change is clearly visible by interlineation, in which case it must be initialed by both parties, or unless such page bears a new date as evidence of the revision, in which case the new date itself shall be initialed by both parties.

## 29. MISCELLANEOUS.

(a) The paragraph captions in this Lease are for convenience only and shall not in anywise limit or be deemed to construe or interpret the terms and provisions hereof.

(b) Time is of the essence of this Lease and of all provisions hereof, except in respect to the delivery of possession of the demised premises at the commencement of the term hereof.

(c) This Lease shall be construed and enforced in accordance with the laws of the State of Illinois.

30. SUCCESSORS. All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, provided that nothing in this paragraph shall be deemed to permit any assignment, subletting, occupancy or use contrary to the provisions of Paragraph 8.

*[Handwritten signature]*





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IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease on the 2nd day of January, 1980.

LESSOR:

Trust Number 49871

American National Bank & Trust Co.

Noel F. White

Noel F. White, Beneficiary

Andrew Davis III

Andrew Davis, III, Beneficiary

LESSEE:

STONY ISLAND CORPORATION,

an Illinois corporation

By [Signature]  
President

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State of Illinois, County of Cook, ss. I, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of said County.

Given under my hand and seal of office at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
American National Bank & Trust Co.

\_\_\_\_\_  
Notary Public

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