#### UNOFFICIAL COPY ... 87293539

PARKING LEASE

This Parking Lease, made as of this first day of October, 1986 by and between IKO Manufacturing, Inc., a Delaware corporation ("Landlord") and Globe Industries, Inc., a Delaware corporation ("Tenant").

#### WITNESSETH:

WHEREAS, Landlord is the owner of certain real property located at 2648 East 126th Street, Chicago, Illinois and Tenant is the owner of certain real property located at 2638 East 126th Street, and which properties are included in the legal description attached hereto as Exhibit A; and

WMEPMAS, Landlord and Tenant desire to grant Tenant the right to use a certain designated portion of Landlord's property for purposes of access and parking;

NOW THEREFORE, in consideration of the mutual covenants and agreements berein contained, Landlord hereby leases to Tenant and Terent hereby leases from Landlord on a nonexclusive basis the right to use the space designated on the attached Exhibit 8 (the "Premises"), for a term of five (5) years from the dec. above.

- Use. Tenant shall use the Premises only for purposes of parking and access to Tenant's property in connection with Tenant's business activities occurring at Tenant's property, on a non-exclusive basis as stated in this Lease.
- 2. Rent. Tenant shall pay bandlord as rent for the Premises the total sum of Six Thousand Dollars (\$6,000.00), payable annually in advance in intitallments of One Thousand Two Hundred Dollars (\$1,200.00) per year, on October / of each year from 1986 through 1990. The first such installment payment shall be due on October / , 1986, at Landlord's address stated above or such other address as Landlord may designate in writing. Landlord
- 3. Repair. Tenant knows the condition of the Premises and expressly agrees that no representations/as to the condition or repair thereof have been made by Tenant price co or at the execution of this Lease that are not contained herein. Tenant shall keep the Premises in a clean and healthy condition and in good repair, and shall perform all acts required to maintain the Premises in accordance with applicable statutes, ordinances or governmental requirements. As a part of this maintenance obligation Tenant expressly agrees to keep the Premises free of snow and ice. Upon termination of this Lease in any way, Tenant will yield possession of the Premises to Landlord in as good condition as at the start of this Lease, ordinary wear and tear only excepted.
- Non-Exclusive Right. Tenant expressly acknowledges and agrees that Landlord may utilize the Premises for access and parking purposes. Landlord represents to Tenant that Landlord shall not construct any building or other structure which would obstruct Tenant's rights hereunder (except that Landlord may erect a fence and/or gate system if Landlord deems such necessary, but Tenant's rights under this Lease shall not be precluded by any such fence and/or gate. Landlord further represents to Tenant that Landlord shall not grant simultaneous rights to any other party for parking and/or access over the Premises during the term of this Lease.

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- 1iable for damages to Tenant or to any persons claiming through Tenant, nor shall rent be abated, for damage to or loss of property or for any injury, occurring on or about the Premises, from any cause whatsoever, all claims for such damage or injury being hereby expressly waived by Tenant, except to the extent caused by Landlord's intentional act or negligence. Tenant expressly agrees to indemnify and hold Landlord harmless from any claim for damage to property or injury arising in any way out of Tenant's use of the Premises, except to the extent caused by Landlord's intentional act or negligence.
- 6. Landlord's Right to Terminate. Landlord shall have the right, at Landlord's sole discretion, to terminate this Lease upon at least ninety (90) days' prior written notice to Tanant at the address stated above or at such other address as Tenant notifies Landlord of in writing.
- 7. Effect. The rights and obligations of Tenant under this Lease shall supercede and extinguish all prior rights, if any, which Tenant may have had to the Premises or Landlord's property in general, to the extent permitted by law.
- 8. Default. If default be made in the payment of rent described above, or it any of Tenant's covenants or agreements herein contained. it shall be lawful for Landlord, at its election, to declare the term of this Lease ended, and to expel, put out or remove Tenant, using such force as Landlord may deem necessary in so doing, and again to repossess and utilize the Premiser as prior to this Lease. In order to enforce a forfeiture of this Lease for default in any of its conditions, it shall not be necessary to make demand or to serve notice on Tenant and Tenant hereby expressly waives all right to any demand or notice from Landlord of its election to declare this Lease at all end or so declaring it to be ended; the non-performance of any of the covenants of this Lease shall in itself, at Landlord's election, without notice or demand constitute a forfeiture of this Lease, and and at any and all times after such default, Tenant shall be deemed guilty of a forcible detainer of the Premises.
- 9. Termination of Lease. At the termination of this Lease, by lapse of time or otherwise, Tenant shall yield up possession immediately to Landlord, and failing to do so, shall pay as liquidated damages for the whole time Tenant maintains it non-exclusive possession of the Premises a sum equal to twice the amount of rent herein reserved. The provisions of this paragraph and the acceptance of any such liquidated damages by Landlord shall not constitute a waiver by Landlord of its right of re-entering as set forth in this Lease, nor shall any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease or operate as an extension hereof. At the termination of this Lease, by lapse of time or otherwise, if Tenant shall not remove all its effects from the Premises, the Landlord may, at its option, remove the same or any of the same, in any manner that Landlord may choose and store the same without liability to Landlord for damage thereto or loss thereof, and Tenant shall pay to Landlord upon request any and all expenses incurred in such removal and also storage charges on said effects for any length of time during which the same shall be stored on Landlord's orders, or Landlord may at Landlord's option, without notice to Tenant sell the said effects or any of them, for such price and upon such terms as Landlord may desire and apply the proceeds of such sale when received by Landlord upon any amounts due under this Lease from Tenant to the Landlord including the expense of such removal and sale.

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- 10. Payment of Costs. Tenant shall pay and discharge in the costs, attorneys' fees and expenses that shall be made and incurred by Landlord in enforcing the covenants of this Lease.
- 11. Eminent Domain. If the whole or any substantial part of the real property on which the Premises are located is taken or condemned by any competent authority for any public use or purpose, the term of this Lease shall end upon, and not before, the date when possession of the part so taken shall be required for such use or purpose and without apportionment of the award.
- 12. Extension of Term. Provided that Tenant is not in defau't hereof or this Lease has not been terminated (including by virtue of Landlord's right to terminate in paragraph 5 above) prior to October /, 1991, Tenant shall have the option to extend the term hereof for an additional three (3) year period, ending October /, 1994. Tenant must exercise raid option by written notice to Landlord at 6600 S. Contral Avenue, Chicago, Illinois, 60638 (or such other address as Landlord informs Tenant of at Tenant's address stated above), received by Landlord at least three (3) months prior to the original expiration date of October /, 1991. Such extension shall be on all of the terms set forth herein, including rent, covenants and Landlord's right to terminate.
- 13. Plurals. The works Landlord or Tenant shall be construed to mean Landlords and Tenants in case more than one person constitutes either party to this Lease, and all covenants and agreement shall be kinding upon, and inure to, their respective successors heirs, executors, administrators and assigns.
- 14. Severability. If any clause, phrase, provision or apportion of this Lease 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 enforceable the remainder of this Lease nor any other clause, phrase, provision or a portion hereof, nor shall affect the applicable of any clause, phrase, provision or a portion hereof to other persons or circumstances.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LANDLORD:

TENANT:

IKO MANUFACTURING, INC.

GLOBE INDUSTRIES, INC

Ву:

This instrument was prepared by:

Raffi Kalousdian Lord, Bissell & Brook 115 South LaSalle Street Chicago, IL 60603

After recording, mail to:

Raffi Kalousdian Lord, Bissell & Brook 115 South LaSalle Street Chicago, IL 60603

STATE OF ILLINOIS

) ) SS COUNTY OF COOK I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that R. A. Christopher personally known to be the President of Globe Industries, Inc. and L.L. Loden personally of said corporation, known to me to be the Secretary and personally known to me to be the same persons whose names are subscribed to the foresaid going instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument as and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Secretary. pursuant to authority given by the Secretary of said corporation as their free and voluntary act and deed of said corporation, for the uses and purposes therein set Given under my hand and official seal this \_ 28th day \_, 1986. of October Commission Expires March 29, 1987 STATE OF ILLINOIS ) ss COUNTY OF I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that The Year of IKO Manufacturing, Inc. and personally corrections to the control of IKO Manufacturing, Inc. and personally corrections to the control of IKO Manufacturing, Inc. and IKO Manufacturing, ICO Manufacturin and personally known to me to be the same persons whose names are subscribed to the foresaid going instrument, appoined before me this day in person and severally acknowledged that as such asymptoty the Transfer and they signed and delivered the said instrument as asymptoty to the Day and of said corporation, and caused of said corporation, and caused the corporate seal of said corporation to be affined thereto, pursuant to authority given by the \_\_\_\_\_\_\_ of said corporation as their free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. Given under my hand and official seal this 30 day October, 1986. Commission Expires \_\_\_\_\_6-4

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THAT PART OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED ON THE WEST, NORTH WEST AND NORTH BY THE CENTER LINE OF CHANNEL OF THE CALUMET RIVER AS ESTABLISHED BY THE UNITED STATES GOVERNMENT AND SHOWN BY THE MAP OF PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MAY 17, 1889 AS DOCUMENT NUMBER 1102284, ON THE EAST BY THE WESTERLY LINE OF THE RIGHT OF WAY OF CALUMET WESTERN RAILWAY AND OTHER RAILROAD COMMANY'S AND ON THE SOUTH BY THE SOUTH LINE ENTENDED WEST TO THE CENTER LINE OF CHANNEL OF THE CALCHET RIVER ESTABLISHED BY THE UNITED STATES GOVERNMENT AS AFORESAID LOT 3-"A" OF THE COUNTY CLERK'S DIVISION OF PART OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, AFORESAID AS PER PLAT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON FEBRUARY 25, 1909 AS DOCUMENT NUMBER 4333221 (EXCEPTING THEREFROM ANY PART THEREOF LYING WEST OF THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND WESTERN INDIANA RAILROAD COMPANY AND EXCEPTING THAT PORTION OF THE EXISTING BID OF THE CALUNET RIVER WHICH IS BOUNDED ON THE SOUTH BY THE SAID UNITED STATES GOVERNMENT CHANNEL LINE, ON THE NORTH BY THE CENTER LINE OF THE CHANNEL OF THE CALUNET RIVER AS ESTABLISHED BY THE UNITED STATES GOVERNMENT AND SHOWN BY THE MAP OF PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MAY 17, 1889 AS DOCUMENT NUMBER 1102284 ON THE WEST BY THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND WESTERN INDIANA RAILROAD AND ON THE EAST BY A LINE PARALLEL TO ANY 110 FEET EAST OF SAID EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND WESTERN INDIANA RAILROAD) IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE NORTH 1/3 OF THAT POITION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 1735 FEET SOUTH OF THE NORTH WEST CORNER OF SAID SECTION 30, RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 30, 630 FEET, RUNNING THENCE TAST 2145 FEET, RUNNING THENCE NORTH 13 DEGREES WEST 645.75 FLET, RUNNING THENCE WEST TO THE PLACE OF BEGINNING (ENCEPTING THEREFROM THAT PART THEREOF LYING EAST TO RIGHT OF WAY OF CALUMET WESTERN RAILROAD AND ENCEPT ALSO THAT PART THEREOF WHICH COMPRISES THE RIGHT OF WAY HEAPTOFORE GRANTED TO CHICAGO AND WESTERN INDIANA RAILHOAD COMPANY AND EXCEPTING ALSO THAT PART THEREOF CONSTITUTING THE RIGHT OF WAY TO CALUMET WESTERN RAILWAY AND EXCEPTING ALSO THAT PART THEREOF LYING NORTH WEST OF THE SOUTHERLY UNITED STATES GOVERNMENT CHANNEL LINE OF THE CALUMET RULER): IN COOK COUNTY, ILLINOIS ALSO:

PARCEL 3:

THE SOUTH 2/3 OF THAT PORTION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 1738.08 FEET SOUTH OF THE NORTH WEST CORNER OF SAID SECTION 30, RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 30, 630 FEET; RUNNING THENCE EAST 2145 FEET; RUNNING THENCE NORTH 13 DEGREES WEST 645.74 FEET AND RUNNING THENCE WEST TO THE PLACE OF BEGINNING, AND BEING OTHERWISE DESCRIBED AS THE SOUTH 2/3 ON LOT 4 IN THE COUNTY CLERK'S DIVISION OF THE NORTH WEST 1/4 OF SECTION 30 (ENCEPTING FROM SAID PREMISES THE SOUTH 70 FEET THEREOF AND ENCEPTING THOSE PARTS WEST TO EAST LINE OF THE CHICAGO AND WESTERN INDIANA RAILHOAD COMPANY AND EXCEPT ALSO THOSE PARTS THEREOF CONVEYED TO CALUNET WESTERN RAILWAY COMPANY AND EXCEPTING THAT PART THEREOF LYING EAST OF THE RIGHT OF WAY OF THE CALUMET WESTERN RAILWAY COMPANY) IN COOK COUNTY, ILLINOIS ALSO:

PARCEL 4:

THAT PART OF NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT: THE TRACT OF LAND BOUNDED ON THE SOUTH BY THE SOUTH LINE OF THE SAID NORTH WEST 1/4 ON THE WEST BY THE EAST LINE TO RIGHT OF WAY OF THE CHICAGO AND WESTERN INDIANA RAILROAD COMPANY; ON THE NORTH BY A LINE PARALLEL TO AND 70 FEET NORTH TO SOUTH LINE OF LOT 4 IN COUNTY CLERK'S DIVISION OF THE NORTH WEST 1/4 OF SAID SECTION 30, AND THE EAST BY THE WESTERLY LINE OF THE 17 FOOT STRIP OF LAND CONVEYED BY JOHN D. HAWES AND OTHERS TO WILLIAM B. BLAKE BY DEED DATED FEBRUARY 23, 1917, AND RECORDED APRIL 26, 1917 AS DOCUMENT NUMBER 6097981 (ENCEPT THAT PART OF SAID PREMISES CONVEYED TO THE CHICAGO TITLE AND TRUST COMPANY COMPANY AS TRUSTED UNDER TRUST DATED OCTOBER 23, 1916 AND RECORDED NOVEMBER 23, 1916 AS DOCUMENT NUMBER 5999161) OF COOK COUNTY, ILLINOIS

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