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See Rider for additional provisions.

DATE OF LEASE

TERM OF LEASE

MONTHLY RENT

BEGINNING

ENDING

September 11, 1986

October 1, 1986

September 30, 1987
(Also See Option)

~~94,000.00/1000.00~~

*Security Deposit

~~62,000.00~~ 2000.00

14347079

Location of Premises:

*6934 West 79th Street Burbank, Illinois

Purpose:

To operate a fast-food, carry-out facility for the purpose of preparing, selling and dispensing food.

Legal Description on Page (7)

LESSEE

NAME . JOHN PAWLKOWSKI
ADDRESS . 7823 South Major
Burbank, Illinois 60659
CITY . Illinois

LESSOR

NAME . William Sterms
ADDRESS . 6930 West 79th Street
CITY . Burbank, Illinois

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

RENT

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

WATER, GAS AND ELECTRIC CHARGES

2. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or 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, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

SUBLETTING; 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 without, in each case, the consent in writing of Lessor first had and obtained nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. 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 event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.

LESSEE NOT TO MISUSE

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

REPAIRS AND MAINTENANCE

6. Lessee shall keep the Premises and appurtenances thereto in a clean, tight and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and tightness 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, tight 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, tightness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or 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 upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same.

NON-LIABILITY OF LESSOR

8. Except as provided by Illinois statute, 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 backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises.

RETURN TO: T. SALS
7667 W. 95th ST #202
HICKORY HILLS, IL 60454

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On this _____ 19____, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above lease.

GUARANTOR

(SEAL)

(SEAL)

On this _____ 19____, for value received, Lessor hereby transfers, assigns and sets over to _____, all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____.

ASSIGNMENT BY LESSOR

(Lessor) (SEAL)

(Lessor) (SEAL)

(Lessor) (SEAL)

(Lessor) (SEAL)

(Lessor) (SEAL)

(Lessor) (SEAL)

(Lessor) (SEAL)

WITNESS the hands and seals of the parties hereto, as of the date of Lease stated above. SEE RIKER ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL PROVISIONS.

22. If any clause, phrase, provision or portion 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 unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

SEVER- ABILITY

(a) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessees 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 the performance of every other act in the name of and on behalf of any one or more of such Lessees.

MISCELA- NEOUS

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

NOTICES

(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.

REMEDIES NOT EXCLUSIVE

(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.

REMOVAL OF OTHER LIENS

(e) 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.

LESSOR'S LIEN

CONFESSION OF JUDGMENT

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RIDER ATTACHED TO AND MADE A PART OF
THE STORE LEASE BETWEEN
WILLIAM STERMS as Lessor and
JOHN PAWLIKOWSKI as Lessee for
the Property Commonly Known as
6934 West 79th Street, Burbank, Illinois

1. Option To Renew.

Lessee shall have the option to renew this lease for two additional periods of one year each from the date of expiration of the original term on the same terms and conditions with the monthly rent remaining the same (\$1,000.00).

Said options shall be exercised by giving Lessor notice in person or by registered or certified mail of Lessee's intention to renew this Lease no later than sixty (60) days prior to the expiration of this lease or renewal.

2. License To Do Business.

It is a condition precedent that Lessee shall obtain an appropriate license and/or certificate from the municipal and/or state authorities allowing Lessee to operate the business for the purpose intended herein. Lessee shall provide a copy of said license and/or certificate to Lessor upon receipt of same.

3. Use Of Lessor's Equipment.

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~~In addition to the rent hereof, Lessee shall pay to Lessor~~
commencement of each term of this Lease the sum of
\$3,000.00 as and for use of the Lessor's equipment pre-
sently located on the Premises. Said equipment includes, but
is not limited to:

one cooler
one freezer
two steam tables
one warmer
two fry-makers
one ice-cream machine
one Coke machine
stainless steel pots, pans and containers
~~utensils~~

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4. Taxes And Assessments.

(a) In addition to rent hereof, Lessee further agrees to pay all taxes and assessments, general and special, water rates and all other impositions, ordinary or extraordinary, of every kind and nature whatsoever, which may be levied, assessed or imposed upon the demised premises or any part thereof or upon any building or improvements at any time situated thereon, accruing or becoming due and payable during the term of this Lease, provided, however, that the general taxes levied against the demised premises shall be prorated between Lessor and Lessee as of the date of commencement of the term hereof for the first year of the term of this Lease, and as of the date of expiration of said term for the last year of the term hereof, all on the basis of the then last available tax bills.

~~(b) Lessee further agrees to deliver to Lessor, duplicate receipts or photostatic copies thereof showing the payment of all said taxes, assessments, and other impositions, within thirty (30) days after the respective payments evidenced thereby. Lessor shall, at its option, have the right at all times during the term hereof to pay any such taxes, assessments or other charges or impositions not paid by Lessee, and the amount so paid, including reasonable expenses, shall be so much additional rent due at the next day after any such payments, with interest at the rate charged by the banking authority from the date of payment thereof.~~

5. Use Of Premises.

Lessee will not use or suffer or permit any person to use the demised premises or any building thereon for any use or purpose in violation of the laws of the United States of America, the State of Illinois, County of Cook, or the ordinances (whether zoning or otherwise) of the City of Chicago.

6. Case, Maintenance And Alteration Of Premises.

(a) Lessee has examined and knows the condition of the demised premises and has received the same in good order and repair, and acknowledges that no representations as to

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the condition and repair thereof have been made by Lessor, or its agents, prior to or at the time of execution of this Lease that are not herein expressed.

(b) Lessee shall during the term of this Lease, at its sole cost and expense, maintain the demised premises, buildings, heating and air conditioning equipment and improvements now or hereafter located or erected thereon and shall keep the same in good order and condition and shall promptly and at Lessee's own cost and expense, make all necessary repairs or replacements thereto. Repairs shall include replacement or removal when necessary.

(c) Lessee agrees to yield up and deliver to Lessor the demised premises at the termination of the term hereby granted in as good a state and condition as the same are in at the commencement of the term of this Lease, ordinary wear and tear excepted.

7. Utilities.

Lessee shall pay for all utility charges including but not limited to water, fuel, light, power, gas, electric, heat and telephone service separately supplied or separately metered to the demised premises.

8. Liens.

Lessee agrees and covenants that it will not cause or suffer the creation of any mechanic's liens, or other liens, for any labor performed or materials furnished for or on behalf of Lessee, which may cloud or impair Lessor's title to the demised premises; and if any such lien shall arise due to an act or omission of Lessee, Lessee shall promptly remove the same at its own expense. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessee shall have the right and privilege, at Lessor's option, of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately or rendition of bill therefor.

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9. Insurance.

(a) Lessee shall, at all times during the term of this Lease, at its expense, carry and maintain insurance on all buildings and improvements on the demised premises against loss by fire, the risk covered by what is commonly known as "extended coverage", malicious mischief and vandalism, in an amount equal to the fair market value from time to time of such buildings and improvements. The policy or policies evidencing such insurance shall be written by a company or companies authorized to do business in the State of Illinois and shall name Lessor, the Lessee and any lender or mortgagee as insureds thereunder, and shall provide that losses shall be paid to said insureds as their respective interests may appear. Such policies shall be non-cancellable except upon twenty (20) days written notice to Lessor and any lender or mortgagee.

(b) Lessee shall also at all times during the term of this Lease, at its expense, carry and maintain for the benefit of Lessor, and Lessee, general public liability insurance against claims for personal injury, sickness or disease, including death and property damage, in, on or about the demised premises, or in, on or about the streets, sidewalks, or premises adjacent to the demised premises, such insurance to afford protection to the limit of not less than Two Hundred Fifty Thousand and No/100 (\$250,000) Dollars with respect to each person, and to a limit of not less than Five Hundred Thousand and No/100 (\$500,000) Dollars with respect to any one occurrence causing bodily injury or death, and to the limit of not less than Two Hundred Thousand and No/100 (\$200,000) Dollars with respect to property damage, and will also carry, if any is required for the mutual benefit of Lessor and Lessee, steam boiler insurance on all steam boilers, pressure vessels and other such apparatus, including piping, in such amounts as Lessor may from time to time reasonably require. Lessee shall also at all times and at its own expense carry such insurance as will adequately

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protect it from claims under Workmen's Compensation Acts which may arise from operations under this Lease whether such operations be by Lessee or by any subcontractor or by anyone directly or indirectly employed by either of them. Lessee shall furnish Lessor with a duplicate certificate or certificates of such insurance policy or policies. All such insurance shall be procured from a responsible insurance company or companies which are authorized to do business in the State of Illinois and may be obtained by Lessee by endorsement on its blanket insurance policies. All such policies shall provide that the same may not be cancelled or altered except upon twenty (20) days prior written notice to Lessor and any lender or mortgagee.

10. Trade Fixtures and Alterations.

All of Lessor's trade fixtures, personal property, fixtures, apparatus, machinery and equipment now or hereafter located upon the demised premises, and owned by Lessor or any other occupants of the demised premises and whether or not the same are affixed thereto, shall remain the property of the Lessor.

11. Indemnity.

Lessee shall hold and save Lessor harmless from any claim by, or liability to, a third person on account of loss of or damage to property or personal injury arising from the use of the demised premises by Lessee or sublessee of Lessee or any licensee, customer or contractor of Lessee or Lessee's sublessee, provided that such loss, damage or injury do not result from a negligent or wrongful act or omission of Lessor.

12. Lessor's Use Of Parking Area.

Lessee agrees that any owners, clients, customers or invitees of "FLOWERS BY CHRISTINE" located at 6930 West 79th Street, Burbank, Illinois, shall have access to and use of the parking area of the Premises herein.

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13. Security Deposit.

Lessee has deposited with Lessor the Security Deposit stated herein as security for the performance of all covenants and agreements of Lessee hereunder. Lessor may at any time or times apply all or any portion thereof in payment of any amounts due Lessor from Lessee. Upon termination of the lease and full performance of all of Lessee's obligations hereunder, so much of the Security Deposit as remains unapplied shall be returned to Lessee. The Security Deposit shall not bear interest.

14. Lessee shall have the right to attach, affix or exhibit or permit to be attached affixed or exhibited, 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 about any of the appurtenances thereto.
15. If Lessee incorporates his business during the term of this lease or any extension thereof, Lessor hereby agrees to allow Lessee, if Lessee so desires, to assign and transfer this lease to the Corporation.
16. This Rider is attached to and made part of a store lease dated September 11, 1986 and if there is a conflict or ambiguity concerning any terms of the lease and this Rider, the terms and conditions of this Rider shall apply.

LESSOR:


WILLIAM STERNS

LESSEE


JOHN PAWLIKOWSKI

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COOK COUNTY RECORDER
#1144 # 201-88-059411
T#4444 TRUN 0396 02/09/88 11:09:00
DEPT-03
\$20.25

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-88-CF9411

110002

RETURN TO: TERRENCE A. SALS
7667 W. 95TH ST #202
HICKORY HILLS, IL 60457
Professor

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Legal Description:

Lot 15 in Block 5 in Frederick H. Bartlett's Second Addition to Greater 79th Street Subdivision being a Subdivision of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ (except the West 166 feet) in Section 30, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

19-30-305-018 *dm*
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