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purpose of this lease shall be  
Community Bank of Chicago  
3340 N. Dearborn Street  
Chicago, Ill 60642  
attn: Carter

[Forms \ AALease]

BOX 333 - GC

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1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest to the Lease which is attached hereto as Exhibit A and made a part hereof.
2. Assignee hereby accepts the assignment of said Lease and agrees to abide by all of the terms and conditions of said Lease, binding upon the Lessee.
3. Assignee hereby indemnifies and holds harmless Assignor its successors and assigns from and against any and all losses, expenses, judgments, claims, reasonable attorney's fees and damages arising out of or in connection with the Lease and arising out of or indirectly from events, facts, matters or conditions occurring subsequent to the effective date of this Assignment and Assumption Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, other good and valuable consideration passing between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, covenant and agree as follows:

WHEREAS, Assignee desires to accept such assignment in accordance with the terms of this Agreement.

WHEREAS, Assignor desires to assign all of its right, title and interest in said Lease to Assignee; and

WHEREAS, Assignor entered into a Lease with Bank of Ravenwood, Trust Number 25-8379, Lessor, dated April 13, 1987, (the "Lease") for certain real estate and improvements more particularly described therein; and

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made this 7th day of March, 1989, by and between Jiffy Lube International of Maryland, Inc., a Maryland corporation (hereinafter called "Assignor") and F & D Group, Ltd., an Illinois corporation (hereinafter called "Assignee").

ASSIGNMENT AND ASSUMPTION AGREEMENT

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IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first above mentioned.

WITNESS/ATTEST:

ASSIGNOR:

JIFFY LUBE INTERNATIONAL  
OF MARYLAND, INC.

Sharon A. Kroupa  
Assistant Secretary

By: [Signature]  
Vice President

WITNESS/ATTEST:

ASSIGNEE:

F & D GROUP, LTD.

[Signature]  
Assistant Secretary

By: [Signature]  
Vice President

Property of Cook County Clerk's Office

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STATE OF MARYLAND

COUNTY OF ANNAPOLIS

The undersigned, a Notary Public in and for the above state and county, hereby certifies that before me personally appeared ARNOLD SAMSON, known to me to be the Vice President and SARAH S. KOUFA, known to me to be the Assistant Secretary of JIFFY LUBE INTERNATIONAL OF MARYLAND, INC., who executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the within instrument for the purpose stated therein.

WITNESS my hand and official seal this 15th day of March, 1989.

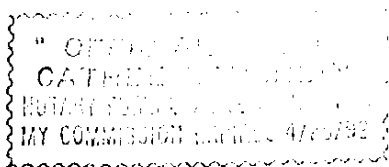
Shirley L. Pender  
Notary Public  
My Commission expires: 07/10/90

STATE OF ILLINOIS

COUNTY OF COOK

The undersigned, a Notary Public in and for the above state and county, hereby certifies that before me personally appeared WILLIAM DEGEATANO, known to me to be the President and JOHN FILAN, known to me to be the Secretary of F & D GROUP, LTD. who executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, and acknowledge to me that such corporation executed the within instrument for the purpose stated therein.

WITNESS my hand and official seal this 15th day of March, 1989



Cathie Laughlin  
Notary Public

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Exhibit A

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## GROUND LEASE

THIS LEASE is made and entered into this 13th day of April, 1987, by and between Bank of Ravenswood Trust Number 25-8379, of the City of Chicago, County of Cook, State of Illinois, (hereinafter called "Lessor"), and Jiffy Lube International of Maryland, Inc., a Maryland Corporation, (hereinafter called "Lessee").

### 1. PREMISES:

Lessor, for and in consideration of the covenants hereinafter contained and made on the part of the Lessee, does hereby demise and lease unto Lessee, and Lessee does hereby lease from Lessor, the parcel of land which is located in Chicago, County of Cook, State of Illinois, having a frontage of not less than 104 feet on Bryn Mawr, containing not less than 6240 square feet, not including roads or public right of ways, commonly known as Northeast corner of Ashland Avenue and Bryn Mawr Avenue, being more particularly described in Exhibit A attached hereto and made a part hereof, together with all of Lessor's easement rights and appurtenances thereto, all buildings and improvements now located thereon, and all necessary easements and appurtenances in Lessor's adjoining and adjacent land, highways, roads, streets, lanes, whether public or private, reasonably required for the installation, maintenance, operation and service of sewers, water, gas, drainage, electricity and other utilities and for drive-ways and approaches to and from abutting highways for the use and benefit of the above described parcel of real estate including the improvements to be erected thereon (hereinafter collectively referred to as "the premises" or "demised premises"). If Lessee has the demised premises surveyed, then, at Lessee's option, the parties shall execute a recordable amendment by which a survey description shall be inserted herein in lieu of the description contained in Exhibit A, but Lessee shall not be obligated to lease less than is described above.

### 2. LEASE TERM:

Lessee shall have and hold the demised premises for a term commencing on the date of last execution hereof and ending twenty (20) years from the date upon which the Jiffy Lube Service Center hereinafter referred to is opened for business to the public. When the term hereof is ascertainable and specifically fixed, or otherwise agreed to by Lessor and Lessee, Lessor and Lessee shall enter into a supplement, suitable for recording, which shall specify the actual date for the expiration of the original term of this Lease and for the commencement of accrual of rent payable hereunder by Lessee.

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3. RENT:

Lessee's liability for rent shall commence to accrue on the date on which the Jiffy Lube Service Center opens for business or October 1, 1987; whichever first occurs.

Lessee covenants and agrees to pay to Lessor as rent for said demised premises the sums set forth on the Rent Rider attached hereto as Exhibit "B" and by this reference incorporated herein. In the event that the commencement date of said rent shall be on a day other than the first day of the month, the first rental payment and last rental payment, if applicable, shall be adjusted for the proportionate fraction of the whole month.

4. LESSOR'S WARRANTIES AND COVENANTS:

Lessor hereby covenants, represents and warrants as follows:

A. ZONING: That Lessee shall, if necessary, use its best efforts to obtain the approval of all public or governmental authorities as to all matters relating to zoning, subdivision, lot splits, special use permits or similar requirements for use of the demised premises as a Jiffy Lube Service Center in accordance with Lessee's plans and specifications as will permit the Lessee to obtain all necessary permits, licenses and approvals referred to in Article 6A below; and that Lessee shall pay and bear all costs for any off-site improvements and Lessor shall dedicate any easements required by any public authority as a condition to the granting of any approval or permit. Lessor shall cooperate with Lessee in obtaining said approvals.

B. UTILITIES: That all water and gas mains, electric power lines, sanitary and storm sewers are located in a public right-of-way at the property line of the demised premises and are available and adequate for Lessee's intended use; or, if the same are not available and adequate, Lessor agrees to extend utilities meeting Lessee's specifications to the demised premises within thirty (30) days from the date Lessee notifies Lessor that all necessary permits and approvals have been obtained and Lessee delivers its plans and specifications therefore.

C. DEMOLITION: That Lessor shall demolish and remove all existing improvements, including building foundations, encroachments, signs and underground storage tanks, if any, located on the demised premises and shall fill, grade, compact and construct retaining walls to Lessee's specifications required by Lessee to make the demised premises ready for the construction of Lessee's improvements, all of which shall be completed within thirty (30) days from the date that Lessee notifies Lessor that all necessary permits and approvals have been obtained and Lessee delivers its plans and specifications to Lessor.

D. POSSESSION: That the demised premises are free and clear of all tenancies, whether oral or written, and that Lessee shall have sole and actual possession from the date of last execution hereof.

E. COVENANT OF TITLE AND QUIET ENJOYMENT: That Lessor is well seized of and has good title to the building and demised premises free and clear of all liens, encumbrances, easements, tenancies and restrictions. Lessor warrants and will defend the title thereto, and will

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indemnify Lessee against any damage and expense which Lessee may suffer by reason of any defect in the title or description herein of the premises. If, at any time, Lessor's title or right to receive rent hereunder is disputed, or there is a change of ownership of Lessor's estate by act of the parties or operation of law, Lessee may withhold rent thereafter accruing until Lessee is furnished proof satisfactory to it as to the party entitled thereto. Lessor shall provide Lessee with any and all non-disturbance agreements, in form acceptable to Lessee, from any underlying Lessor or holder of an encumbrance.

F. COVENANT NOT TO COMPETE: Lessor covenants and agrees (i) that no property (other than the demised premises) now or hereafter owned, leased or controlled, directly or indirectly, by Lessor or, if Lessor is a Corporation, any subsidiary of Lessor, adjacent or contiguous to the demised premises (whether or not such other property is subsequently voluntarily conveyed by Lessor) shall, during the term of this lease and any extensions thereof, be leased, or used or occupied as an automotive service facility. It is mutually agreed that the covenants set forth in (i) above shall run with the land. Lessor agrees to provide legal descriptions of all property involved and execute recordable documents, if required by Lessee, to effectuate the foregoing. In addition to this remedy, Lessee shall be entitled to injunctive and other appropriate relief, whether under the provisions of this Lease or otherwise.

G. LESSEE'S REMEDIES: Lessor hereby acknowledges that Lessee is relying upon said covenants, representations and warranties in executing this Lease and that matters so represented and warranted are material ones. Lessor, accordingly, agrees that, if Lessor does not cure or diligently commence to cure a default within ten days after written notice from Lessee, any breach of warranty or misrepresentation shall be grounds for Lessee to elect, as its option, to terminate this Lease or cure Lessor's default(s) and deduct its costs to cure said defaults from rent thereafter accruing. Lessee shall not, however, have the right to terminate this Lease after it commences construction of its improvements. These remedies are in addition to all other remedies Lessee may have in law or equity.

## 5. LESSEE'S COVENANTS:

Lessee covenants and agrees, during the term of this lease and for such further time as the Lessee, or any person claiming under it, shall hold the demised premises or any part thereof:

A. RENT: To pay the reserved rent on the days in the manner aforesaid.

B. LIENS AND ENCUMBRANCES: Not to suffer the estate of Lessor in the demised premises at any time during the said term to become subject to any lien, charge, or encumbrance whatsoever, and to indemnify and keep indemnified Lessor against all such liens, charges and encumbrances; it being expressly agreed that Lessee shall have no authority, expressed or implied, to create any lien, charge, or encumbrance upon the estate of Lessor in the demised premises, except as provided for herein.

C. INSURANCE AND INDEMNITY: At its own expense to insure and keep insured, from the date of actual possession,

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the building and improvements constructed by Lessee on the premises against loss or damage by fire and other casualties normally covered by standard fire and extended coverage policies for not less than eighty (80%) percent of their replacement value in responsible insurance companies licensed in the state in which the premises are located. Subject to the terms hereof, such insurance is to be made payable in case of loss to Lessee.

Lessee shall also maintain and keep in force for the mutual benefit of Lessor and Lessee general public liability insurance against claims for personal injury, death, or property damage occurring in, on or about the demised premises (other than common areas under the control of Lessor) to afford protection to the limit of not less than \$1,000,000.00 in respect to bodily injury or death and to property damage. Lessee shall deliver to Lessor, upon request, a certificate of said insurance and of renewals thereof from time to time during the term of this Lease.

Lessee further agrees to indemnify, defend and save Lessor harmless from any liability, loss, cost, expense or claim of any nature on account of any damage to person or property arising out of the failure of the Lessee, or Lessee's agents, employees, servants, licensees or contractors, in any respect, to keep the demised premises (other than common areas under the control of Lessor) in a safe condition or to comply with and perform all of the requirements and provisions of this lease. Lessor shall give Lessee prompt notice of any obligations arising hereunder and Lessee shall have the right to defend, settle or otherwise compromise any such claim.

D. TAXES: Lessee shall pay, bear, and discharge all future real estate taxes and special assessments or rent tax charged or imposed upon the Demised Premises or any improvements erected thereon by Lessor and/or Lessee, or anyone claiming by, through or under it, or upon the owner or occupant in respect thereof during the term of this Lease or any extension hereof and to deliver promptly to Lessor at all times proper and sufficient receipts and other evidence of the payment and discharge of the same.

Notwithstanding anything herein contained to the contrary, Lessee's payments of taxes, insurance, maintenance, special assessments, or any share of common area maintenance expense shall be considered separate costs of doing business and shall not be considered additional rent. If any governmental authority or other entity having tax powers levies a tax which the Lessor is obligated to pay on rent or any other sums payable pursuant to a lease, Lessee's obligation shall only be calculated against the sums required in Article 3 herein.

E. REPAIRS: To keep the premises in safe and good condition and repair, subject to ordinary wear and tear and to Lessor's obligations herein, if any.

F. UTILITIES: To pay when due all charges for all utility services used on the demised premises.

G. COMPLIANCE WITH LAW: To comply with all governmental laws, rules and regulations applicable to the use, development or operation of the demised premises.

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## 6. RIGHT TO TERMINATE:

A. PERMITS: Lessee has entered into this lease in the expectation of obtaining, after expiration of all applicable appeal periods, all permits, licenses, permissions, and/or other authorizations (hereinafter collectively called "Permits") necessary for the construction upon the demised premises of a complete Jiffy Lube Service Center facility, built according to Lessee's plans and specifications (including without limitation septic tank(s) and/or sewer disposal system(s), if necessary, parking area(s), curb cut(s), sign(s), and any other improvement(s) in connection with said facility deemed necessary or desirable by Lessee) and for the operation of said facility upon the demised premises seven (7) days a week. Lessee agrees to apply for permits without unreasonable delay after the last execution hereof. Lessee or Lessor may (but shall not be obligated to) cancel this Lease within One Hundred Twenty (120) days of the date of the lease if, after first application therefor, permits are denied or are not obtained within this time period.

B. EVIDENCE OF TITLE: Within thirty (30) days from the date of last execution of this Lease, Lessee shall apply for an ALTA leasehold title insurance, with extended coverage, from a title company acceptable to Lessee in the amount of not less than \$200,000.00 or that required by law or the title insurer, covering the date hereof, showing title to the demised premises and appurtenant easements in Lessor. If the report on title, title binder, or commitment discloses any conditions, restrictions, liens, encumbrances, easements or covenants which in Lessee's reasonable opinion, would effect Lessee's use and enjoyment of the demised premises, and appurtenant easements, Lessor shall have thirty (30) days from the date Lessee notifies Lessor of said defects, to make a good faith effort to cure such defects and to furnish a title report, binder, or commitment showing such defects cured or removed. If such defects in title are not so cured within thirty (30) days, Lessee may, at its option, terminate this Lease. Immediately, upon final execution of the Lease, Lessor shall deliver to Lessee's title company, if so required, Lessor's prior title evidence, such as title policies, a current abstract, or attorney's opinions.

C. SURVEY: Lessee may order a current certified survey by a licensed surveyor within thirty (30) days from the last execution of this Lease. Said survey shall show:

- (a) The area, dimensions and location of the property;
- (b) The location of existing improvements and available utilities in adjoining streets, alleys or property;
- (c) The location of all recorded easements against or appurtenant to the property;
- (d) Encroachments of any improvements adjoining the premises on the demised premises;
- (e) The legal description of the premises; and
- (f) The topography.

If said survey discloses unsuitable or interfering easements, party wall agreements, or encroachments or that the location, area, dimensions and shape of the demised premises are not as represented by Lessor, then Lessee shall

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have the right to terminate this Lease and declare same null and void and of no force and effect.

D. SOIL TESTS: This Lease is further contingent upon Lessee obtaining within thirty (30) days from the date of last execution hereof, such boring and percolation tests as may be required to determine the physical characteristics, including the water table of sub-strata, of the premises in question. In the event such reports indicate, in Lessee's sole judgment, that the premises are unsatisfactory for Lessee's intended use, Lessee may, at its option, declare this Lease to be null and void and of no further force and effect.

Lessee shall be entitled to reimbursement from Lessor, either as a credit against rent or cash payment, for all title examination costs and premiums, survey fees and soil tests.

E. DAMAGE OR DESTRUCTION: If the building on the demised premises shall be damaged by fire or other casualty during the last five (5) years of the original term of this Lease or during any extension of the term, to the extent of 50% or more of the insurable value of the building, Lessee may, at the Lessee's option, to be evidenced by notice in writing given to Lessor within thirty (30) days after the occurrence of such damage or destruction, elect to terminate this Lease as of the date of the damage or destruction, whereupon Lessee shall, upon Lessor's written request, demolish and remove all existing improvements specified therein by Lessor.

## 7. USE, ALTERATIONS AND TITLE TO IMPROVEMENTS:

Notwithstanding any other provisions herein to the contrary, Lessee shall have the right to use and/or occupy the demised premises for any lawful purpose or purposes and to make, or permit any Sublessee to make, alterations, additions and improvements constructed by Lessee during the term of this Lease and any extension thereof, and said alterations, additions and improvements shall be and remain the property of the Lessee or Sublessee, as the case may be, at all times during the term of this Lease and any extensions or renewals thereof. Lessee and any Sublessee shall have the right to remove any such alterations, additions and improvements at any time during the term or any extension or renewal of this Lease. All improvements located on the Demised Premises on the date of the termination of this Lease shall, however, become the property of the Lessor, but the Lessee shall have the right to remove trade fixtures, equipment, furnishings, signs and other identifying characteristics from the building. Lessee agrees to promptly repair any damage done to the building by removal of these items.

## B. ASSIGNMENT AND SUBLETTING:

Lessee may, without the consent of Lessor, sublease or assign this Lease to a wholly owned subsidiary or franchisee of Jiffy Lube International. Lessee may not assign or sublease this Lease to any other party with the consent of Lessor, which consent shall not be unreasonably withheld or delayed. In the event of an assignment, Lessee shall remain liable for the payment of all rent and the performance of all terms, covenants and conditions agreed to by Lessee.

Any demand for increased rental or modification of the terms of the Lease by Lessor as a condition to the granting

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of consent to an assignment of sublease shall be deemed unreasonable. Lessor may withhold consent only if Lessor determines that the quality of the merchandising operation from the premises may be substantially inferior to other operations in the vicinity of the premises or if the proposed use of the property conflicts with other tenants of Lessor's adjacent property. If Lessor fails to respond in writing within thirty (30) days after a request for consent by Lessee or to set forth Lessor's reasons for denying consent, consent shall be deemed given. Without limitation, it is agreed that Lessee shall have the right to mortgage or otherwise encumber its leasehold interest.

## 9. MORTGAGING OF LEASEHOLD ESTATE:

In the event that Lessee shall mortgage its leasehold estate and the mortgagee or holders of the indebtedness secured by the leasehold mortgage or trust deed shall notify Lessor, in the manner hereinafter provided for the giving of notice of the execution of such mortgage or trust deed and name the place for service of notice upon such mortgagee or holder of indebtedness, then, in such event, Lessor hereby agrees for the benefit of such mortgagees or holders of indebtedness from time to time:

A. That Lessor will give to any such mortgagee or holder of indebtedness simultaneously with service on Lessee, a duplicate of any and all notices or demands given by Lessor to Lessee from time to time. Such notices shall be given in the manner and be subject to the provisions of the notice provisions of this Lease.

B. That such mortgagee or holder of indebtedness shall have the privilege of performing any of Lessee's covenants hereunder or of curing any default of Lessee hereunder or of exercising any election, option or privilege conferred upon Lessee by the terms of this Lease.

C. That Lessor shall not terminate this Lease or Lessee's right of possession for any default of Lessee if, within a period of twenty (20) days after the expiration of the period of time within which Lessee might cure said default under the provisions of this Lease, such mortgagee or holder of indebtedness commences to eliminate the cause of such default and proceeds therewith diligently and with reasonable dispatch as provided.

D. That, except for the rights to terminate contained in this Lease, no right, privilege or option to cancel or terminate this Lease, available to Lessee, shall be deemed to have been exercised effectively unless joined in by any such mortgagee or holder of the indebtedness.

E. That no liability for the payment of rental or the performance of any of Lessee's covenants and agreements hereunder shall attach to or be imposed upon by any mortgagee, trustee under any trust deed or holder of any indebtedness secured by any mortgage or trust deed upon the leasehold estate, unless such mortgagee, trustee or holder of indebtedness forecloses its interest and becomes the Lessee hereunder.

## 10. LESSOR'S RIGHT OF RE-ENTRY:

If Lessee shall fail to pay any installments of rent promptly on the day when the same shall become due and payable hereunder, and shall continue in default for a period of thirty (30) days after written notice thereof by

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Lessor, or if Lessee shall fail to promptly keep and perform any other affirmative covenants of this Lease strictly in accordance with the terms of this Lease and shall continue in default for a period of thirty (30) days after written notice thereof by Lessor of default and demand for performance, then and in any event, and as often as any such event shall occur, Lessor may (a) Declare the said term ended, and enter into said demised premises, or any part thereof and expel Lessee or any person occupying the same in or upon said premises and so to repossess and enjoy said premises as in Lessor's former estate; and/or (b) Re-let the premises, applying said rent from the new tenant on this Lease, and Lessee shall be responsible for no more than the balance that may be due, should a balance exist. Anything hereinbefore contained to the contrary notwithstanding, if any default shall occur other than in the payment of money, which cannot with due diligence be cured within a period of thirty (30) days and Lessee, prior to the expiration of thirty (30) days from and after the giving of notice as aforesaid commences to eliminate the cause of such default, then the Lessor shall not have the right to declare the said term ended by reason of such default.

## 11. HOLDING OVER:

In the event Lessee continues to occupy the premises after the last day of the term hereby created, or after the last day of any extension of said term, and the Lessor elects to accept rent thereafter, a tenancy from month to month only, shall be created and not for any longer period.

## 12. CONDEMNATION:

If the whole or any part of the demised premises shall be taken or condemned by any competent authority for any public use or purpose during the term or any extension of this Lease, Lessee reserves unto itself the right to claim and prosecute its claim in all appropriate courts and agencies for an award or damages for such taking based upon its leasehold interest and ownership of buildings, alterations and improvements without impairing any rights of Lessor for the taking of or injury to the reversion.

In the event that a part of the demised premises shall be taken or condemned which, in the sole judgment of Lessee, is sufficient to render the remaining portion thereof unsuitable for its continued use or occupancy, then and in any such event, Lessee may at any time, either prior to or within a period of sixty (60) days after the date when possession of the premises shall be required by the condemning authority, elect to terminate this Lease, or, if an option to purchase the premises is conferred upon Lessee by any other provision of this Lease, may as an alternative to such termination of this Lease, elect to purchase the demised premises in accordance with such purchase option, except that there shall be deducted from the purchase price to be paid for the premises all of Lessor's award from the condemnation proceeding. In the event that Lessee shall fail to exercise any such option to terminate this Lease or to purchase the premises, then and in either such event, this Lease shall continue in effect with respect to the portion of the demised premises not so taken, except that the annual rent payable herein shall be reduced by a fraction, the numerator of which shall be the number of square feet taken or condemned and the denominator of which shall be the square footage of the demised premises prior to the taking or condemnation. Lessee will, with all due diligence and at its own cost and expense, repair and

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restore the demised premises or what may remain thereof to their former condition, and until the completion of such work, the obligation of Lessee to pay rent and real estate taxes shall abate.

### 13. OPTION TO EXTEND:

Lessor does hereby grant to Lessee the right, privilege, and option to extend this Lease for a period of five (5) years from the date of expiration hereof, upon the same terms and conditions as herein contained, upon notice in writing to Lessor of Lessee's intention to exercise said option, given at least ninety (90) days prior to the expiration of the term hereof.

### 14. LESSEE'S RIGHT OF FIRST REFUSAL TO LEASE:

If at any time during the term of this Lease, Lessor shall desire to accept a bona fide offer received by it to lease the premises for a term commencing at or after the expiration of this term of this Lease, Lessor shall notify Lessee of such offer in the manner provided in this Lease for the giving of notice, (said notice shall include executed copies of all relevant documents and the name and address of the offeror) and Lessee shall have the right to relet the premises upon the terms and conditions of such offer by giving Lessor written notice of its election to do so within fifteen (15) days after receipt of Lessor's notice. In the event Lessee fails to notify Lessor of its election within the fifteen (15) day period, Lessor shall have the right to lease the premises to any person upon the terms and conditions contained in said notice to Lessee.

### 15. RIGHT OF FIRST REFUSAL TO PURCHASE:

It is further agreed that should Lessor, or Lessor's heirs, executors, successors or assigns, at any time during the term of this Lease or any extension thereof, receive an offer to purchase the demised premises or any part thereof, and Lessor desires to accept said offer; or should Lessor during any such time make an offer to sell the demised premises or any part thereof, Lessor shall give Lessee thirty (30) days notice in writing of such offer setting forth the name and address of the proposed purchaser with executed copies of all relevant documents, the amount of the proposed purchase price, and all other terms and conditions of such offer; and Lessee shall have the first option to purchase the premises which are the subject of the offer by giving written notice to Lessor of its intention to purchase within said thirty (30) day period at the same price and on the same terms of any such offer, it being understood that in the event Lessee does not give notice of its intention to exercise said option to purchase within said period, this Lease and all of its terms and conditions shall nevertheless remain in full force and effect and Lessor and any Purchaser or Purchasers of the demised premises, shall be bound thereby. In the event that the premises set forth in the offer are or are not sold, Lessee shall have, upon the same conditions and notice, the continuing first option to purchase the demised premises or any part thereof, upon the terms of any subsequent offer or offers to purchase.

In the event any of the foregoing options are exercised, Lessor shall convey marketable and insurable title in fee simple to said real estate by good and sufficient stamped warranty deed, with release of dower, homestead, curtesy and other rights of the respective spouses, if any, and free from all encumbrances whatsoever.

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In addition, in the exercise of such options, all monies shall be placed with an escrowee of Lessee's designation and the settlement of the purchase price and the conveyance to Lessee shall take place in escrow. Within thirty (30) days of the date of exercise of any such option, Lessor will furnish to Lessee an ALTA form B policy, with extended coverage, issued by a title insurance company acceptable to Lessee, in its usual form, brought down to said date of exercise, insuring Lessee against loss or damage to the extent of the purchase price by reason of defects in or liens upon Lessor's title. Settlement of the purchase price and conveyance to the Lessee shall be made within ninety (90) days from said date of exercise. Taxes, utilities, rents and other current expenses, shall be adjusted as of the date Lessee exercises its option.

In the event there are any conflicts between the terms in this Lease concerning the exercise of the aforementioned option involving the right of first refusal and the terms contained in the offer which Lessee must accept if Lessee desires to purchase said demised premises, then the terms of this Lease shall control and supersede those contained in such offer.

## 16. TRADE FIXTURES, MACHINERY AND EQUIPMENT:

Lessor agrees that all trade fixtures, machinery, equipment, furniture or other personal property of whatever kind and nature kept or installed on the demised premises by Lessee's subtenants shall not become the property of Lessor or a part of the realty, no matter how affixed to the leased premises and may be removed by Lessee's subtenants, in their discretion, at any time and from time to time during entire term of this Lease and any renewals. Upon request of Lessee or Lessee's assignees or any subtenant, Lessor shall execute and deliver any Real Estate Consent or Waiver forms submitted by any Vendors, Lessors, Chattel Mortgagees or holders or owners of any trade fixtures, machinery, equipment, furniture or other personal property of any kind and description kept or installed on the demised premises by any subtenant setting forth the fact that Lessor waives, in favor of such Vendor, Lessor, Chattel Mortgagee or any holder or owner, any lien, claim, interest or other right therein superior to that of such Vendor, Lessor, Chattel Mortgagee, owner or holder. Lessor shall further acknowledge that property covered by such Consent to Waiver forms is personal property and is not to become a part of the realty no matter how affixed thereto and that such property may be removed from the premises by the Vendor, Lessor, Chattel Mortgagee, owner or holder at any time upon default by the subtenant in the terms of such Chattel Mortgagee or other similar documents, free and clear of any claim or lien of Lessor. Lessee agrees to promptly repair any damage done to the building by removal of these items.

## 17. RECORDING:

Lessee and Lessor agree to execute and record a short form or memorandum of this Lease as soon as Lessee has obtained an approved survey and legal description of the demised premises. The cost of all documentary stamps or conveyancing, transfer tax and recording fees shall be paid equally by the parties hereto.

## 18. MISCELLANEOUS PROVISIONS:

A. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to

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any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons whose circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

B. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors, or assigns, and shall run with the land; and where more than one party shall be Lessors under this Lease, the word Lessor whenever used in this Lease shall be deemed to include all parties hereto jointly and severally.

C. No waivers, alterations or modifications of this Lease or any agreements in connection therewith shall be valid unless in writing duly executed by both Lessor and Lessee herein.

D. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such Paragraphs of this Lease or in any way affect this Lease. Any gender used herein shall be deemed to refer to any other gender more grammatically applicable to the party to whom such use of gender relates. The use of singular herein shall be deemed to include the plural and, conversely, the plural shall be deemed to include the singular.

E. If at any time after the execution of this Lease, it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing signed by the party serving the same, deposited in the registered or certified United States mail, return receipt requested, postage prepaid and (a) if intended for Lessor shall be addressed to:

Devon Realtors  
2926 West Devon  
Chicago, Illinois 60645

with a copy to:

Michael D. Aufrecht  
6612 North Le Mal  
Lincolnwood, Illinois 60646

and (b) if intended for Lessee shall be addressed to:

Kevin F. O'Neill, Esq.  
Jiffy Lube International of Maryland, Inc.  
7008 Security Boulevard  
Baltimore, Maryland 21207

with a copy to:

Guerard & Drenk Ltd.  
100 West Roosevelt Road, A-1  
Wheaton, Illinois 60187  
ATTN: William J. Ulrich, Jr.

or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time the same is deposited in the United States mail.

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## 19. RULE AGAINST PERPETUITIES:

If this Lease has not been previously terminated pursuant to the terms and provisions contained herein, and if the term of this Lease and/or the commencement date for rent hereunder shall not have been ascertained within five (5) years from the date appearing on page 1 of this Lease, then and in that event this Lease shall thereupon become null and void and have no further force and effect whatsoever in law or in equity.

## 20. CONFLICT OF INTERESTS:

The Lessor and (if Lessor is not an individual) the party(ies) executing this Lease for or on behalf of the Lessor, or as a representative of the Lessor, hereby represent that, to the best of his/her/their knowledge, he/she/they, or any person connected directly or indirectly, with the Lessor is/are not (an) agent(s), employee(s), servant(s), supplier(s), licensee(s) or officer(s) of the Lessee or any subsidiary, affiliate or parent corporation thereof, or related to any agent, employee, servant, supplier, licensee or officer of the Lessee or any subsidiary, affiliate or parent corporation thereof. The parties executing this Lease acknowledge that the foregoing representations are and shall be relied upon by the Lessee as inducement to enter into this Lease.

## 21. ADDENDA AND EXHIBITS:

This Lease includes the following Rider(s) and/or Exhibits, which shall take precedence over conflicting provisions (if any) of this Lease, and are hereby made an integral part of this Lease and fully incorporated herein by reference:

Exhibit A (Legal Description)

## 22. BANKRUPTCY:

Should Lessee make an assignment for benefit of creditors, or be adjudicated bankrupt, such action shall constitute a breach of this Lease for which Lessor, at its opinion, may terminate all rights of Lessee or its successors in interest under this Lease. If Lessee is adjudicated a bankrupt, or if Lessee makes a general assignment for the benefit of creditors, or, if in any proceedings based upon the insolvency of Lessee, a receiver of all the property of Lessee is appointed and not discharged within ninety (90) days after appointment, then Lessor may terminate this Lease by giving notice to Lessee of its intention to do so. However, neither bankruptcy, insolvency, an assignment for the benefit of creditors nor the appointment of a receiver shall affect this Lease or permit its termination if Lessee (or someone claiming under Lessee) performs all of its covenants in this Lease.

## 23. SUBORDINATION:

Lessee hereby agrees that its leasehold interest hereunder is subordinate to any mortgage now on, or hereafter to be placed on the premises leased hereunder. So long as Lessor shall provide Lessee with any and all non-disturbance agreements, in form reasonably acceptable to Lessee, from any underlying lessor or holder of any encumbrance.

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24. Lessor and Lessee hereby acknowledge that Lessor or Lessor's adjacent tenant will need to install an electric meter near or on Lessee's building. Lessor promises to do the following:

1. Pay all costs to complete the work in question.
2. Provide affidavits, statements and waivers reasonably required by Lessee to insure that all mechanics' and materialmen's lien rights have been released.
3. Perform all work in a good workmanlike manner.
4. Indemnify, defend and hold Lessee harmless from all costs, claims and damages arising out of or related to the installation of said meter.
5. Obtain all necessary permits and governmental approvals to perform the installation and provide Lessee with satisfactory proof that permits and approvals have been obtained.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

LESSOR:

Bank of Ravenswood under  
Trust No. 25-8379

By: Michael D. Orfrock  
Its: Beneficiary

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

DATE OF EXECUTION: 4/6/87

WITNESS: Frederick Mammelt

LESSEE:

Jiffy Lube International of  
Maryland, Inc., a Maryland  
Corporation

By: Richard B. Lyle  
Vice President

Attest: Joni [Signature]  
Assistant Secretary

DATE OF EXECUTION: 4/13/87

WITNESS: \_\_\_\_\_

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## EXHIBIT "A"

### LEGAL DESCRIPTION

The Western 104 feet of the following described property containing not less than 6240 square feet: The South 60 feet (except the West 57 feet thereof taken for widening of N. Ashland Avenue) of Lot 1 in the Subdivision of the South 43 rods of the Southwest Quarter of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of the West line of N. Clark Street.

PIN: 14-05-329-<sup>009</sup>~~008~~-0000  
Address: 5601 N. Ashland Ave  
Chicago, Ill

Property of Cook County Clerk's Office

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7-15-2011 10:10:11 AM

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## EXHIBIT "B"

### RENT RIDER

#### **RENT:**

Lessee promises to pay to Lessor annual rent, in monthly installments, according to the following schedule:

- A. From the rent commencement date until the end of the month following the end of the fifth lease year (as defined below), the sum of \$28,200.00 per year payable in equal monthly installments of \$2,350.00 on the 1st of every calendar month for the then current month.
- B. From the first day of the month next following the commencement of the sixth lease year until the end of the month following the end of the tenth lease year, the sum of \$31,584.00 per year payable in equal monthly installments of \$2,632.00, on the 1st of every calendar month for the then current month.
- C. From the first day of the month next following the commencement of the eleventh lease year until the end of the month following the end of the fifteenth lease year, the sum of \$35,376.00 per year payable in equal monthly installments of \$2,948.00, on the 1st of every calendar month for the then current month.
- D. From the first day of the month next following the commencement of the sixteenth lease year until the end of the lease term, the sum of \$39,624.00 per year payable in equal monthly installments of \$3,302.00, on the 1st of every calendar month for the then current month.

The term "lease year", as used above, shall mean a period of 12 consecutive months. The first lease year shall begin on the date a Jiffy Lube Service Center opens for business on the Demised Premises and end at 12:01 A.M. on the anniversary date of the opening. In the event the rent commencement date shall be other than the first day of the month, the first rental payment and the last rental payment, if applicable, shall be adjusted for the proportionate fraction of the whole month.

#### **OPTION RENTS:**

If Lessee exercises the options to extend provided for in this Lease, Lessee promises to pay to Lessor annual rent, in monthly installments, according to the following schedule:

- A. During the first five year option the sum of \$44,376.00 per year payable in equal monthly installments of \$3,698.00.

Lessor's Initials: moa

Lessee's Initials: ABE

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COPY

AGREEMENT AMENDING LEASE

(Rent Commencement)

THIS AGREEMENT AMENDING LEASE is dated this 8th day of October, 1987, and is between Bank of Ravenswood Trust Number 25-8379, hereinafter called "Lessor", and Jiffy Lube International of Maryland, Inc., a Maryland Corporation, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, the Lease dated April 13, 1987, Lessor leased to Lessee the Premises described on Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, Lessor and Lessee desire to amend the above Lease to extend the rent commencement date set forth in Article 3 of said Lease which "was" October 1, 1987.

NOW THEREFORE, Lessor and Lessee agree that effective this date, the rent commencement referred to above is hereby deleted from said Lease and shall be of no further force and effect, and the rent commencement set forth in Article 3 attached hereto as Exhibit "B" is substituted therefore.

The Lease, as hereby modified, is ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Agreement Amending Lease as of the date set forth above.

LESSOR:

Bank of Ravenswood Trust  
Number 25-8379

BY: Michael D. [Signature]  
Its: Confessory

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

WITNESS:  
\_\_\_\_\_  
\_\_\_\_\_

LESSEE:

Jiffy Lube International of  
of Maryland, Inc.

BY: Richard B. [Signature]  
Its: [Signature]

ATTEST: [Signature]  
Its: [Signature]

WITNESS:  
\_\_\_\_\_  
[Signature]  
[Signature]

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## EXHIBIT "A"

### LEGAL DESCRIPTION

The Western 104 feet of the following described property containing not less than 6240 square feet: The South 60 feet (except the West 57 feet thereof taken for widening of N. Ashland Avenue) of Lot 1 in the Subdivision of the South 43 rods of the Southwest Quarter of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of the West line of N. Clark Street.

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EXHIBIT "B"

Lessee's liability for rent shall commence to accrue on the date on which the Jiffy Lube Service Center opens for business or November 15, 1987; whichever first occurs.

Lessee covenants and agrees to pay to Lessor as rent for said demised premises the sums set forth on the Rent Rider attached hereto as Exhibit "B" and by this reference incorporated herein. In the event that the commencement date of said rent shall be on a day other than the first day of the month, the first rental payment and the last rental payment, if applicable, shall be adjusted for the proportionate fraction of the whole month.

Proposed Cook County Clerk's Office

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## EXHIBIT "B"

(Plans and Specifications for Improvements)

Plans for a 1 X 3 prototype dated May 30, 1984, revised June 25, 1984 and June 20, 1986 AND General Specifications dated April 1985, revised January 1985, July 1985 and August 1986.

Property of Cook County Clerk's Office

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