

THIS INDENTURE, made this 1st day of June, 1989, between  
Ralph W. Hirschberg, Lessor,  
 and Wix Auto Company, Inc., Lessee:

WITNESSETH:

That Lessor, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by Lessee, has demised and leased to Lessee, all those premises situated in the City of Chicago in the County of Cook and State of Illinois, known and described as follows, to wit:

A vacant lot improved by a metal link fence and commonly known as 3536-42 North Cicero Avenue (tax #13-21-401-056, zoned B41) with 90 feet along Cicero Avenue and 146 feet 2 1/2 inches on Eddy Street.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto Lessee, from the 1st day of June, 1989, to and including the 31st day of May, 1996.

AND Lessee, in consideration of the leasing of the premises aforesaid by Lessor to Lessee, does covenant and agree with Lessor to pay Lessor, a rent for said demised premises, at the office of Ralph W. Hirschberg, 5123 Irving Park Road in Chicago, Illinois 60641 the sum of \$1,200.00 per month. Lessor also grants Lessee an option to purchase the premises for \$150,000 at any time during the term hereof by mailing written notice to Lessor at least 30 days in advance. Lessor shall convey good and merchantable title to the premises by recordable, stamped general warranty or trustee's deed subject only to general real estate taxes for current and subsequent years; special assessments confirmed after the exercise of the option; building, building setback lines and use or occupancy restrictions, easements, conditions and covenants of record; zoning laws and ordinances; easements for public utilities; drainage ditches, feeders, laterals and drain tile, pipe or other conduit; and covenants, conditions and restrictions of record.

Notwithstanding any other clause herein, Lessee has 10 days after receipt of written notice from Lessor to cure any default under this lease.

Lessee agrees to keep lot clean, parkway mowed, and snow off sidewalks, as best as it can. Lessee agrees to furnish own locks and carry liability and Property Damage insurance.

~~IT IS FURTHER COVENANTED AND AGREED by Lessee that Lessee will pay or cause to be paid all water rates, and all taxes and assessments that may be laid, charged or assessed on said demised premises, pending the existence of this lease, or if at any time after any tax, assessment or water rate shall have become due or payable Lessee shall neglect to pay such water rates, tax or assessment, it may be lawful for Lessor to pay the same at any time thereafter, and the amount of any and all such payments so made by Lessor be deemed and taken, and are hereby declared to be so much additional and further rent for the above demised premises due from and payable by Lessee; and may be collected in the same manner, by distress or otherwise, as is hereinafter provided for the collection of other rents to grow due thereon.~~

AND IT IS EXPRESSLY UNDERSTOOD AND AGREED by Lessee that the whole amount of rent reserved and agreed to be paid for said above demised premises, and each and every installment thereof, shall be and is hereby declared to be a valid and first lien upon any and all buildings and improvements on said premises, or that may at any time be erected, placed or put on said premises by Lessee, and upon his interests in this lease, and the premises hereby demised; and that whenever and as often as any installment of rent or any other amount above declared to be deemed and taken as rent shall become due and remain unpaid for one day after the same becomes due and payable, Lessor may sell at public auction, to the highest bidder for cash, after having first given ten days' notice of the time and place of such sale in some newspaper published in the county aforesaid, all the buildings and improvements on said premises, and all the right, title and interest acquired by Lessee under this lease to the premises herein described, and as the attorney of Lessee — hereby irrevocably constituted — may make to the purchaser or purchasers thereof a suitable and proper transfer, bill of sale, or deed of the same, and out of the proceeds arising from such sale, after first paying all costs and expenses of such sale, including commissions and attorney's fees, retain to himself the whole amount due on said lease, up to the date of said sale, rendering the surplus (if any) to Lessee, which sale shall be a perpetual bar to and against all rights and equities of Lessee in and to the property sold.

AND Lessee further covenants with Lessor that Lessee will keep said demised premises in a clean and wholesome condition, in accordance with the ordinances of the city, and directions of the health officers, and that, at the expiration of the time in this lease mentioned, Lessee will yield up said premises to the

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Lessor in as good condition as when the same were entered upon by Lessee, loss by fire, or inevitable accident, and ordinary wear excepted.

IT IS FURTHER AGREED by Lessee that he will not underlet said premises, or any part thereof, or assign this lease, without the written assent of Lessor had and obtained thereto, nor use, or suffer them to be used, for \_\_\_\_\_ any other purpose calculated to injure the reputation of the premises, or of the neighborhood, or to impair the value of the surrounding neighborhood property for present use or otherwise.

IT IS EXPRESSLY UNDERSTOOD AND AGREED by and between the parties aforesaid that if the rent above reserved, or any part thereof, shall be behind or unpaid, on the day of payment whereon it ought to be paid as aforesaid, or if default shall be made in any of the covenants herein contained to be kept by Lessee, it shall be lawful for Lessor, at his election, to declare said term ended, and into the said demised premises, or any part thereof, either with or without process of law, to re-enter, and Lessee or any person or persons occupying, in or upon the same, to expel, remove and put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy, as in Lessor's first and former estate; and to distrain for any rent that may be due thereon, upon any property belonging to Lessee, whether the same be exempt from execution and distress by law or not; and Lessee in that case hereby waives all legal rights which he now has, or may have, to hold or retain any such property under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give Lessor a valid and first lien upon any and all the goods, chattels, or other property belonging to Lessee as security for the payment of said rent in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if at any time said term shall be ended at such election of Lessor as aforesaid, or in any other way, Lessee does hereby covenant and agree to surrender and deliver up said above described premises and property peaceably to Lessor immediately upon the determination of said term as aforesaid; and if Lessee shall remain in possession of the same one day after notice of such default, or after the termination of this lease, in any of the ways above named, Lessee shall be deemed guilty of a forcible detainer of the premises under the statute, and shall be subject to all conditions and provisions above named, and to eviction and removal, forcibly or otherwise, with or without process of law, as above stated. To comply with the Uniform Commercial Code with respect to security interests in personal property, Lessee agrees to sign and pay for the filing of such financing statements as Lessor may require from time to time.

AND IT IS FURTHER UNDERSTOOD AND AGREED by Lessee that neither the right given in this lease to Lessor, to collect the rent that may be due under the terms of this lease by sale, or any proceedings under the same, shall in any way affect the right of Lessor to declare this lease void and the term hereby created ended as above provided under default made by Lessee.

AND Lessee hereby waives his right to any notice from Lessor of his election to declare this lease at an end, under any of its provisions, or any demand for the payment of rent, or the possession of premises leased herein; but the simple fact of the non-payment of the rent reserved shall constitute a forcible detainer as aforesaid.

Lessee further agrees not to remove any buildings or other improvements from said premises, without written consent of Lessor, and that Lessee shall pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing the covenants of this indenture by Lessor.

IT IS FURTHER UNDERSTOOD AND AGREED that all the conditions and covenants contained in this lease shall be binding upon the heirs, executors, administrators and assigns of the parties of these presents, respectively.

The parties further agree that this lease is an amendment and restatement of the lease of the premises between Lessor and Lessee dated August 1, 1985, as renewed.

*Lessee will pay real estate taxes over \$6000 per year.*  
*Any notices to Lessee shall be mailed or delivered to Charles Abraham*  
*at 5401 N Cicero Ave, Chicago, IL 60641.*

DEPT-01 \$12.00  
14555 TRAN 0348 08/18/89 11:37:00  
#9929 # E # 89-385998  
COOK COUNTY RECORDER

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IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

In Presence of  
[Signature]  
[Signature] (SEAL)  
[Signature] (SEAL)  
[Signature] (SEAL)  
*4200*