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THIS AGREEMENT, made and entered into (in duplicate) this 30th day of September, 1991, by and between the State of Illinois acting by and through the Department of Transportation, Division of Highways, hereinafter referred to as the STATE, and the undersigned, hereinafter referred to as the TENANT, Village of Hodgkins.

WITNESSETH, That said STATE, for and in consideration of the covenants, conditions and restrictions hereinafter set forth leases to said TENANT the premises situated in the Village of Hodgkins, County of Cook, State of Illinois, known and described as J-2 - see attached legal description marked as Exhibit A - to be occupied solely as a shopping center and not otherwise; said TENANT to have and to hold the above described premise and appurtenances thereto from the 1st day of October, 1991 to 30th day of September, 1996, or for such shorter term as set forth below, and

Said TENANT, for and in consideration of the covenants, conditions and restrictions hereinafter set forth does hereby understand, covenant and agree with the STATE as follows:

1. That the above described premises are leased for five years at a monthly rental rate to be established by an independent appraiser retained by the STATE, and that monthly rent shall be paid in advance on or before the first day of each month beginning October 1, 1991, or any later date established pursuant to the following provisions of this paragraph, and shall continue to be paid so long as this Rental Agreement remains in full force and effect. The parties contemplates that the appraisal pursuant to which the rental rate shall be fixed will not be completed by October 1. The STATE shall furnish TENANT with written notice of the rental rate immediately upon receipt of the appraisal used to establish the rental rate. Within 10 days thereafter, TENANT shall pay the STATE rent at the agreed monthly rate for the month of October through the end of the month in which written notice of the rental rate is given.
2. That said rental shall be paid by certified check or U.S. Postal Money Order(s) made payable to: TREASURER-STATE OF ILLINOIS and paid to the STATE at the office of Illinois Department of Transportation, District 1, 201 West Center Court, Schaumburg, Illinois 60196.
3. That no representations as to the condition or repair of the premises have been made by STATE, its agents or employees to TENANT prior to or at the execution of this Rental Agreement that are not herein expressed or endorsed hereon;
4. That said TENANT shall not assign, demise, rent, let or sublet the whole or any part of said premises without first securing permission in writing from a duly authorized representative of said STATE so to do, which permission shall not be unreasonably withheld; however, the STATE hereby acknowledges and consents that TENANT will assign this Lease to Homart Community Centers, Inc., ("HCCI") and that HCCI may enter into leases

D.G. 73-00-272

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THIS INSTRUMENT WAS PREPARED BY: MR ED GOWER 201 W CENTER CT. SCHAUMBURG, IL

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with tenants in relation to its development of the shopping center. Notwithstanding any other provision or term of this Lease, TENANT shall not assign its obligation to make the rental payments hereunder. Default by TENANT in any rental payment due hereunder shall constitute default by TENANT and any assignees as well.

5. That said STATE reserves the right to enter, view and inspect the premises at all reasonable times;
6. That said STATE by the terms of this agreement or otherwise, shall not be bound to do or cause to be done any maintenance, repairs, replacements, redecorating or improving of said premises or appurtenances thereto;
7. That said STATE, will not allow any credit or set-off to said TENANT for any repairs, replacements, or improvements made on or to said premises or appurtenances by or at the order of said TENANT;
8. That said STATE will not insure said premises or appurtenances against fire or any other risk and TENANT hereby waives any and all rights to claim damages from STATE for any loss, damages, death or injury which may result from any and all causes including but not limited to fire or other risk, or caused by such repairs, replacements or improvements not having been made;
9. That said TENANT shall promptly pay when due, all gas, light, water and other utility bills applicable to said premises and appurtenances, and said TENANT further agrees to save harmless said STATE, its officers, agents and employees from any and all liability for the furnishing of gas, light, water and other utilities;
10. That said TENANT shall keep said premises and appurtenances in a neat, clean orderly condition at all times, and not cause, permit or suffer rubbish, tin cans, garbage, or other refuse to accumulate thereon; shall not commit, suffer or permit any waste of said premises or make or suffer any unlawful, improper or offensive use of the premises or any use of occupancy thereof contrary to any law of the State or any ordinance of the city now or hereinafter made, or which shall be injurious to any person or property;
11. In the event that death or injury occurs to any person, or loss, destruction, or damage occurs to any property including but not limited to the person or property of the parties hereto, in connection with TENANT'S occupation of the aforesaid premises, occasioned in whole or in part by the acts or omissions of TENANT or STATE, its agents, employees or servants, TENANT agrees to indemnify and save harmless STATE from and against any loss, claims, or demands to which STATE may be subject as a result of such death, injury, loss, destruction or damage;
12. That TENANT agrees to abide by such other rules and regulations as may be promulgated by the District Engineer for the Division of Highways,

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or his appointed representative, who is hereby designated as the authorized representative of STATE;

13. That if default is made in the payment of rent or in any of the covenants and agreements herein contained, it shall be lawful for STATE at its election to provide written notice to TENANT, and if TENANT fails to cure said default within thirty days of receipt of said notice, STATE may declare said term ended and to re-enter said premises or any part thereof, either with or without process of law, and to remove and put out, using such force as may be necessary, TENANT or any person or persons and property occupying the same so as to again repossess and enjoy said premises as before this agreement without prejudice to any remedies which might otherwise be used for arrears of rent or breach of the preceding covenants, said TENANT hereby expressly waiving all right of any notice or demand, under any statute of this State relating to forcible entry and detainer, and said TENANT further covenants and agrees that STATE shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all property of said tenant whether exempt by law or not as security for the payment of rent herein, provided the prepaid last month's rental is not sufficient to cover any rent in arrears.
14. That TENANT hereby irrevocably constitutes any attorney of any court of record of this State, attorney for TENANT in TENANT'S name, on default by TENANT of any of the covenants herein, and upon complaint made by said STATE and filed in any such court to enter TENANT'S appearance in any such court or record, waive process, and service thereof, and trial by jury and confess judgment against TENANT in favor of said STATE for forcible detainer of said premises with cost of said suit, and also to enter TENANT'S appearance in such court, waive process and service thereof, and confess judgment from time to time for any rent which may be due to said STATE by the terms of this agreement with costs and a reasonable sum for attorney's fees, and to waive all errors and all right of appeal from said judgment and judgments, and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately;
15. That after the service of notice, or the commencement of suit, or after final judgment for possession of the premises, the STATE may receive and collect any rent due, and the payment of said rent shall not waive or affect such notice, said suit, or said judgment; and
16. That TENANT further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the STATE in enforcing the covenants and agreements of this rental agreement; and all parties agree that the covenants and agreements herein contained shall be binding upon and apply and inure to their heirs, executors, administrators and assigns.

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- 17. The term of this Lease Agreement shall be from October 1, 1991 through September 30, 1996. The parties contemplate, however, that the TENANT shall purchase the leased premises from the STATE at a price reflecting the appraised fair market value. In the event the TENANT purchases the leased premises from the STATE, this Lease Agreement shall terminate on the date that TENANT acquires title to the leased premises. The STATE shall be entitled to retain the entire monthly rent paid for the month in which TENANT acquires the leased premises.

Village of Hodgkins

By *Noel B. Cummings*
Mayor

Attest: *Dolores M. Hardesty*
Village Clerk

Noel B. Cummings
Dolores M. Hardesty

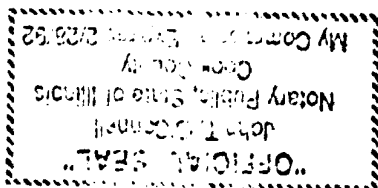
STATE OF ILLINOIS
Department of Transportation
Division of Highways

Kirk Brown
Kirk Brown
Secretary

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Noel B. Cummings personally known to me to be the President of the Village of Hodgkins, Cook County, Illinois, an Illinois municipal corporation, and Dolores M. Hardesty personally known to me to be the Clerk of said Village, and Kirk Brown personally known to me to be the Secretary of the State of Illinois, Department of Transportation and Division of Highways, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Clerk, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Trustees of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

(SEAL)

John T. Donald
Notary Public



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Exhibit A

Legal Description of Leased Parcel

PARCEL J2:

THE EAST 66 FEET OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 16,
TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING
SOUTHERLY OF A LINE THAT IS 75 FEET SOUTHEASTERLY OF (BY RIGHT ANGLES
MEASUREMENT) AND PARALLEL WITH THE CENTERLINE OF JOLIET ROAD (EXCEPT THE
SOUTH 330 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

Address of Property:

A vacant strip of property on Joliet Road between LaGrange Road and
East Avenue, Hodgkins, Illinois. PIN - 18-16-410-009

MAIL TO
MR. IRAN FERSTEIN
D'ANCONA + PFLAUM
30 N. CASALLE ST.
CHICAGO, IL

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