# STORE LEASE (REPLACES FORMS 9 & 9-B)

DATE OF LEASE	TERM O	F LEASE	MONTHLY RENT
entropies en pro-	BEGINNING	ENDING	
May 10, 1991	June 1, 1991	May 31, 2001	\$350.00
Location of Premises: 2nd floor, 360	4 ₩. 26th St., Chic	ago, Illinois *Sec	Attached Rider*

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COOK COUNTY RECORDER

Y.FEGER

ADDRESS

Delia Cervantes

1147 京. Erie

Chicago IL 60622 LESSOR

Agustin Cervantes

ADDRESS 3604 W. 26th St.

> Chicago, IL 60623

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

WATER GAS AND ELECTRIC CHARGES

SUBLETTING: ASSIGNMEN'I

LESSEE NOT TO MISUSE

CONDITION POSSESSION

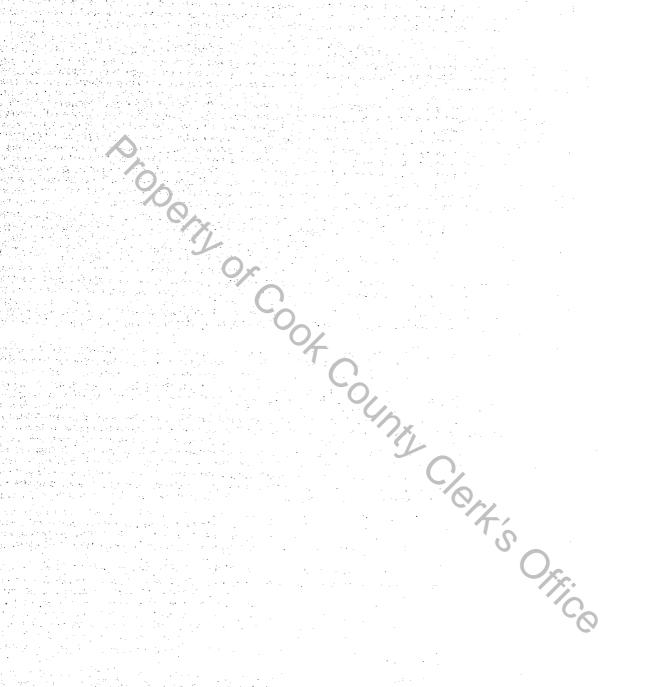
REPAIRS AND MAINTE-NANCE

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ACCESS TO PREMISES

NON-LIABILITY OF LESSOR

- Les e shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, un'a termination of this lease, at Lessor's address stated above or such other address as Lessor
- 2. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, I wild 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 inclaiment of rent next due thereafter.
- 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, a 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 newspriper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obeyined. 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 will not permit any unlawful or immoral reactice, with or without his knowledge or consent, to be committed or carried on in the Premises by hims if 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 pose 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 lead doors 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.
- Lessee has examined and knows the condition of the Premises or a 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, neve oven made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.
- Lessee shall keep the Premises and appurtenances thereto in a clean, sightly 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 sightliness 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, sightly 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, sightliness, 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.
- 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.
- 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 the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the



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RESTRIC-TIONS (SIGNS, ALTER-ATIONS, FIXTURES)

HEAT

FIRE AND

TERMINA-TION; HOLDING OVER

LESSOR'S REMEDIES

RIGHT TO RELET UNOFFICIAL COPY

building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

- 9. Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, 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 upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or window, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and moveable furniture.
- 10. Where building is equipped for the purpose, Lessor shall furnish to Lessee a reasonable amount it eat, from October 1st to May 1st, whenever in Lessor's judgment necessary for comfortable use of the Premises, during customary business hours (excluding Sundays and holidays), but not earlier than 8 a.m. nor later than 6 p.m. unless specifically stated herein. Lessor does not warrant that heating service will be free from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor, or by reaction or repair of the heating apparatus in the building. Any such interruption shall not be deemed an eviction or disturbance of Lessee's use and possession of Premises, nor render Lessor liable to Lessee in damages. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waited by Lessee.
- 11. In case the Premises shall be rendered untenantable by fire, explosion or other casualty, Lessor may, at his optical, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and determine.
- 12. At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constants either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1, or (c) creation of a tenancy at sufferance, at a rental of dollars per day for the time Lessee remains in possession. It no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as a recinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.
- 13. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained. Lessee's right to 'ne possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a torrible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termi lation of Lessee's right of possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to some not possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter at the and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occuping the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lesse and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, not shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in his lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor, hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this l
- 14. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or tenant to mitigate the damages of Lessee or otherwise, Lessee hereby waiving the use of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating, Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.
- 15. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this lease.

COSTS AND FEES

(TVES)

# NOTE: Use Form Number 12-if for assignment by Lessee.

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ASSIGNM	ENT BY	ENT BY LESSOR	ENT BY LESSOR  to value received, Lessor hereby transfered and interest in and to the above Lease and 19————————————————————————————————————	(Lessee)  19  19  19  19  19  19

WITNESS the hands and seats of the parties hereto, as of the East of Lease stated above.

persons or circumstances. TCUET altachach as port of the leaves 22. If any clause, phrase, provision of 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 circumstance shall be invalid, or unenforceable the remainder of this lease not any other clause, phrase, provision or portion hereof to other portion hereof to other portion hereof to other persons or circumstances.

Lessors or Lesses in all cases where there is not become the constitued to individuals, made or femule, or to items or corporations, at the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed to each case as though fully expressed. If there is more than one Lessee the warrant of attorney in paragraph 6 is given jointly and severally and schedule the is more 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 at the ise to performance of every other act in the name of and on behalf of any one or more of such Lessees. (c) The words "Lessor" and "Lessor" wherever used in this lease shall be construed to mean

(d) The rights and remed es, neredy created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

successors and assigns.

(c) All coverants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the bine at the best and their respective heirs, legal representatives,

are a part. by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises

(b) Lessen shall keep and observe such reasonable rules and regulations now or hereafter required Lessee are hereby wade a part of this lease.

(a) It witions typed on this lease and all riders attached to this lease and signed by Lessor and

20. Notices may be served on either party, at the respective addresses given at the beginning of this lease, John (b) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the

during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right service of any sive-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of foreible detainer or service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby electment or any judgment for possession that may be rendered in such action, or any other act or acts ejectment or any judgment for possession of the Premises. The Lessor may collect and recipied and trendered in the termination of Lessoe's right to possession of the Premises. The Lessor may collect and teach and said to after the termination of any manner whatsoever waive, affect, change, modify or after any rights of the confidence of the form of the premise, modify or after any rights of the lessor may have by virtue hereof.

benses and counsel fees. 18. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such benait, including Lessor's costs, ex-

17. Lessor shall have a first lien upon the interest of Lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.

prosecuted from such judgment or judgments, nor any bill in equity filed, nor any proceedings of any kind taken in law or equity to interfere in any way with the operation of such judgment or judgments or of execution issued thereon and to consent that execution may immediately issue thereon. Lessee hereby irrevocably constitutes and appoints any attorney of any court of record in this State, to be his true and lawful attorney for him and in his name and stead, to enter his appearance in any suit or suits that may be brought in any court in this State at any time when any money is due hereunder for tor otherwise, to waive the issuing of process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so due and for coars of suit and for reasonable attorney's fees in favor of Lessor, and to release all errors that may occur or intervene in such proceedings, including the issuance of execution upon any such judgment, and to slipulate that no with of error or appeal shall be proceeding ton such indements or indements, nor any bill in caulty filed, nor sury proceedings of any kind VBILLLY Sever-

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NOTICES

EXCURSIVE LON REMEDIES

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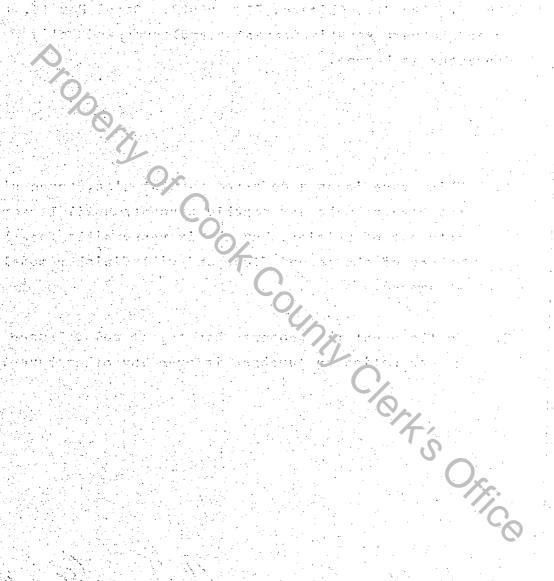
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Rider to the Store Lease for the property located at 3604 W. 26th St., Chicago, IL 8 60623. Dated May 10, 1991 by and between Agustin Cervantes as lessor and Delia Cervantes as Lessee.

- This lease is on a deferred payment plan, Lesee will not have to make any monthly payments until Lessor gets out of prision, but she is responsible for the upkeep of the second floor and will finish remodeling as agreed.
- In the event the property has to get sold, Lessee has an option to purchase it over any other buyer.

Agustin Cervantes, Lessor



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