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ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASE

executed and delivered by

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, as Trustee under Trust
Agreement dated April 20, 1994, and
known as Trust Number 117734-05

and

CARMICHAEL PROPERTIES

to

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

Dated as of May 17, 1994

This Instrument Prepared by and
Upon Recording, Return To:

Permanent Index Number:

17-29-101-034

Victor A. Des Laurier, Esq.
FAGEL & HABER
140 South Dearborn Street
Suite 1400
Chicago, Illinois 60603

Commonly Known As:

2200 South Loomis Street
Chicago, Illinois 60608

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BOX 333-CTI

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ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASE

This Assignment of Rents and Lessor's Interest in Lease (this "Assignment") is executed and delivered this 11 day of May, 1994, by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under a Trust Agreement dated April 20, 1994, and known as Trust Number 117734-05 (the "Land Trust") and Carmichael Properties, an Illinois general partnership ("Carmichael Properties") [the Land Trust, together with Carmichael Properties are collectively "Assignor"], to American National Bank and Trust Company of Chicago, a national banking association (the "Bank").

WITNESSETH:

WHEREAS, contemporaneously herewith, Carmichael Properties has requested the Bank to provide certain extensions of credit, loans and other financial accommodations to Carmichael Properties evidenced by, among other things, the "Notes" (hereinafter defined) [collectively the "Financial Accommodations"]; and

WHEREAS, the Bank is willing to provide Carmichael Properties with the Financial Accommodations provided that Assignor execute and deliver this Assignment to the Bank.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein, and other good and valuable consideration, the receipt and sufficiency of such consideration is hereby acknowledged, the parties hereto agree as set forth herein.

To secure all of the Financial Accommodations owed by Carmichael Properties to the Bank, whether evidenced by that certain Secured Installment Note of even date herewith executed and delivered by Assignor to the Bank in the principal amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) [the "\$750,000 Note"], that certain Secured Installment Note of even date herewith executed and delivered by Carmichael Properties and American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under that certain Trust Agreement dated April 20, 1994, and known as Trust No. 113200-08 (the "West Monroe Trust") to the Bank in the principal amount of One Million Four Hundred Fifty Thousand and No/100 Dollars (\$1,450,000.00) [the "\$1,450,000 Note"; the \$750,000 Note, together with the \$1,450,000 Note are collectively the "Notes"], or otherwise, Assignor hereby (A) grants, conveys, transfers and assigns to the Bank all of Assignor's right, title and interest in, to and under that certain Lease dated January 1, 1989, by and between Carmichael Properties, as lessor, and Carmichael Leasing Co., Inc., an Illinois corporation, as lessee (the "Lessee"), any renewals, extensions, modifications, amendments or substitutions thereto (collectively the "Lease"); (B) sells, assigns, and transfers unto the Bank all of the rents, issues, deposits, contracts for sale and profits now due and which may hereafter

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become due under or by virtue of the Lease, or any letting of, or any agreement for the use, sale or occupancy of the Premises or any part thereof (collectively the "Agreements"), and all the avails thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Bank under the powers herein granted; and (C) grants, conveys, transfers and assigns to the Bank all leases upon said Premises which may be executed in the future and all rents in connection therewith. Assignor does hereby irrevocably appoint the Bank as its true and lawful attorney-in-fact to (D) rent, lease, let or sell all or any portion of the Premises to any party or parties at such price and upon such terms, in its discretion as it may determine, and (E) collect all of the avails, rents, issues, deposits, and profits now due or which may at any time hereafter become due, with the same rights and powers and subject to the same immunities, exoneration of liability, rights of recourse and indemnity as the Bank would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

Assignor represents, warrants and covenants unto the Bank as follows:

(a) except for security deposits, no rent has been or will be paid under the Agreements more than one installment in advance;

(b) none of the rents for any portion of the Premises have been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor;

(c) Assignor is the sole owner of the entire interest in the Lease, and the Lease is valid and enforceable in accordance with its terms and, except for the Lease Extension Agreement dated May __, 1994, by and between Carmichael Properties and the Lessee, has not been altered, modified or amended in any manner whatsoever;

(d) Assignor has not and will not at any time hereafter assign or pledge to any person or entity, other than the Bank, any or all of Assignor's right, title and interest in the Lease, the Agreements or any rent in connection therewith;

(e) Assignor will (1) observe and perform all the obligations imposed upon Assignor, as lessor, under the Lease and not do or permit to be done anything to impair the security thereof; (2) not consent to the assignment or subletting of the Lessee's interest in the Lease without the prior written consent of the Bank; (3) not collect any of the rent, income, and profits arising or accruing under the Lease or from the Premises in advance of the time when the same shall become due; (4) not execute any other assignment of lessor's interest in the Lease or assignment of rents, profits or deposits arising or accruing from the Lease or from the Premises; (5) not alter, modify or change the terms of the Lease or cancel or

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terminate the same or accept a surrender thereof without the prior written consent of the Bank; (6) at the Bank's request, assign and transfer to the Bank in form and substance acceptable to the Bank, in its sole discretion, any and all subsequent leases upon all or any part of the Premises; and (7) cause each the Lessor pursuant to the Lease to execute and deliver to the Bank a Tenant Estoppel Certificate and Subordination Agreement, in form and substance acceptable to the Bank, in its sole discretion.

(f) the only Lease in effect with respect to the Premises is listed on Exhibit "B" attached hereto;

(g) it has made no assignment or pledge of the rents assigned hereby or of Assignor's interest in the Lease; and

(h) no defaults by either Assignor or Lessee exist under the Lease and there exists no fact which, with the giving of notice or lapse of time or both, would constitute a default under the Lease.

Assignor waives any right of set-off against any person in possession of any portion of the Premises. Nothing herein contained shall be construed as constituting the Bank a "mortgagee in possession" in the absence of the taking of actual physical possession of the Premises by the Bank pursuant to the provisions hereinafter contained.

Assignor further agrees to assign and transfer to the Bank all future leases and Agreements upon all or any part of the Premises and to execute and deliver, immediately upon the request of the Bank, all such further assurances and assignments in the Premises as the Bank shall from time to time require.

Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that the Bank shall not exercise any of the rights and powers conferred upon it hereunder until the occurrence of an "Event of Default" (hereinafter defined). Upon or at any time after the occurrence of (1) a breach, default or event of default, after expiration of the applicable cure or grace period, if any, under the \$750,000 Note, the \$1,450,000 Note or any other agreement, document or instrument executed and delivered by Carmichael Properties, the Land Trust and/or the West Monica Trust to the Bank (collectively the "Loan Documents"), or (2) a breach, default or event of default in the performance of any obligation, covenant or agreement herein or in the Lease (an "Event of Default"), the Bank, without in anyway waiving such Event of Default, may, at its option, after any notice required by the terms of the Loan Documents has been given, either in person, by agent or by a receiver appointed by a court, take possession of the Premises and have, hold, manage, lease, sell and operate the same on such terms and for such period of time as the Bank may deem proper and either with or without taking possession of the Premises in its own name, sue for or otherwise collect and receive all rents, escrow

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deposits, income, and profits of the Premises, including those past due and unpaid with full power to make, from time to time, all alterations, renovations, repairs, or replacements thereto or thereof and to apply such rents, escrow deposits, income, and profits as the Bank may determine in its sole discretion, including, but not limited to, the payment of: (a) all expenses of managing the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens and premiums for all insurance which the Bank may deem necessary or desirable, and the costs of all alterations, renovations, repairs, or replacements, and all expenses incident to taking and retaining possession of the Premises; (b) the principal sum, interest and any other indebtedness pursuant to the Loan Documents, together with all costs and attorneys' fees in such order of priority as to any of the items mentioned in this paragraph as the Bank, in its sole discretion, may determine, any statute, law, custom, or use to the contrary notwithstanding; (c) taxes and special assessments now due or which may hereafter become due on the Premises; and (d) all repairs, decorating, renewals, replacements, alterations, additions, betterments or improvements of the Premises, including, but not limited to, the cost from time to time of installing or replacing refrigeration and gas or electric stoves therein, and of placing the Premises in such condition as will, in the judgment of the Bank, make it readily rentable or saleable. The exercise by the Bank of the option granted it in this paragraph and the collection of the rents, escrow deposits, income and profits and the application thereof as herein provided shall not be considered a waiver of any breach, default or event of default by Assignor under the Loan Documents, the Lease or this Assignment, as the case may be.

Assignor agrees that the Bank shall have full power to use such measures, legal or equitable, as in its direction or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the avails, rents, issues, deposits and profits in connection with the Premises, including, but not limited to, actions for the recovery of rent, actions in forcible detainer, and actions in distress of rent. Assignor hereby grants to the Bank full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to Assignor, and with full power, to the extent permitted by law, to cancel or terminate any Agreement or the Lease for any cause or on any ground, to elect to disaffirm any Agreement or any lease made subsequent to the date hereof or subordinated to the lien of the Mortgage, to make all the necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Premises, to insure and reinsure the same for all risks, incidental to the Bank's possession, operation and management thereof, and to receive all such avails, rents, issues, deposits, and profits.

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The Bank shall not be liable for any loss sustained by Assignor resulting from the Bank's failure to let the Premises after an Event of Default or from any other act or omission of the Bank in managing the Premises, nor shall the Bank be obligated to perform or discharge, nor does the Bank hereby undertake to perform or discharge, any obligation, duty, or liability under the Lease created or incurred by Assignor prior to the time the Bank takes possession of the Premises (the "Pre-existing Obligation(s)"). Assignor shall, and does hereby agree to indemnify the Bank for, and to hold the Bank harmless from, any and all liability, loss, or damage which may or might be incurred under the Lease or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against the Bank, including, but not limited to, any Pre-existing Obligation. Should the Bank incur any liability for any Pre-existing Obligation under said Lease or under or by reason of this Assignment or in the good faith defense of any claims or demands relative to any Pre-existing Obligation, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured hereby and by the Loan Documents and shall be due and payable on demand with interest thereon at the default rate under the Notes. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management, or repair of the Premises upon the Bank, nor for the carrying out of any of the terms and conditions of the Lease prior to the time the Bank may take possession, nor shall it operate to make the Bank responsible or liable for any waste committed on the Premises by the Lessee or any other persons or entities or for any dangerous or defective conditions of the Premises.

Assignor hereby authorizes and directs the Lessee or any other or future lessee or occupant of the Premises, upon receipt from the Bank of written notice to the effect that the Bank is then the holder of the \$750,000 Note or the \$1,450,000 Note and that an Event of Default exists, to pay over to the Bank all rents, escrow deposits, income, profits and any other sum arising or accruing under the Lease or from the Premises and to continue to do so until otherwise notified by the Bank.

Whenever the word "Assignor" is mentioned herein, it is hereby understood that the same includes the Land Trust and Carmichael Properties, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Assignor shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of the Land Trust and Carmichael Properties, and the breach or default thereof shall give rise to joint and several liability to the Land Trust and Carmichael Properties.

The term "Assignor" includes and shall be binding upon the personal representative, successors and permitted assigns of

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Assignor, and any party or parties holding title to the Premises by, through, or under assignor. All of the rights, powers, privileges, and immunities herein granted and assigned to the Bank shall also inure to its successors and assigns, including all holders, from time to time, of the Notes.

It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by said Mortgage, in whatever form the said indebtedness may be and until the indebtedness secured by said Mortgage shall have been paid in full and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues, deposits, and profits of the Premises, or by Assignor. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale.

This Agreement is executed by the American National Bank and Trust Company of Chicago, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. American National Bank and Trust Company of Chicago, as Trustee, hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing herein or in said note shall be construed as creating any personal liability on American National Bank and Trust Company of Chicago to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by the Land Trust.

Prior to an Event of Default and upon payment in full of the indebtedness, obligations, costs, fees and expenses evidenced by or arising pursuant to the \$750,000.00 Note, this Assignment or any other agreement, document or instrument evidencing or securing the \$750,000.00 Note and executed by Carmichael Properties, the Land Trust or any other person or entity and delivered to the Bank in connection with the Premises legally described upon Exhibit "A" to this Assignment, the Bank will agree to release in writing this Assignment.

This Assignment may be executed in multiple counterparts, each of which shall be deemed an original.

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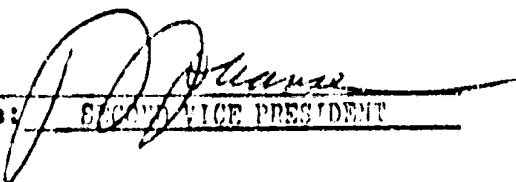
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IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally,
but solely as Trustee under a Trust
Agreement dated April 20, 1994, and
known as Trust No. 117734-05

By: 
Title: SECOND VICE PRESIDENT

ATTEST:

By: 
Title: _____

CARMICHAEL PROPERTIES, an Illinois
General Partnership

By: 
Melvin J. Bechina, General Partner

By: 
Michael J. Bechina, General Partner

Accepted this _____ day of
May, 1994

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, a national
banking association

By: _____
Title: _____

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IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally,
but solely as Trustee under a Trust
Agreement dated April 20, 1994, and
known as Trust No. 117734-05

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

CARMICHAEL PROPERTIES, an Illinois
General Partnership

By: _____
Melvin J. Bechina, General Partner

By: _____
Michael J. Bechina, General Partner

Accepted this 17th day of
May, 1994

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, a national
banking association

By: _____
Title: _____

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EXHIBIT "A"

LOT 189 (EXCEPT THE SOUTH 53.64 FEET THEREOF), LOTS 190, 191, AND 192, AND THE SOUTH 75 FEET OF LOT 193 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

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EXHIBIT "B" 6 2 12

LEASE

This Lease is made as of the 1st day of January, 1989 by and between Carmichael Properties, an Illinois general partnership (hereinafter sometimes referred to as "Landlord") and Carmichael Leasing Co., Inc., an Illinois corporation (hereinafter sometimes referred to as "Tenant"), who hereby mutually covenant and agree as follows:

I. GRANT AND TERM

1.1 Grant. Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Tenant to be performed, hereby leases to Tenant, and Tenant hereby lets from Landlord, the building located at 2200 South Loomis Street, Chicago, Illinois (the "Building") and certain vacant real estate adjacent thereto (the "Real Estate"), (said Building and Real Estate being referred to collectively as "Leased Premises")

1.2 Term. The term of the Lease shall commence on January 1, 1989 (hereinafter sometimes referred to as "Commencement Date") and shall end on the day before the sixth (6th) anniversary of such date.

II. POSSESSION

2.1 Possession. Landlord shall deliver possession of the Leased Premises to Tenant on the Commencement Date. If Landlord shall be unable to deliver possession on or before the Commencement Date by reason of the fact that work required to be done by Landlord hereunder has not been completed or for any other cause beyond the control of Landlord, Landlord shall not be subject to any liability for the failure to give possession on said date, nor shall the validity of this Lease or the obligations of Tenant hereunder be in any way affected. In such event, unless the delay is the fault of the Tenant, rent and other charges payable by Tenant to Landlord under this Lease shall be equitably abated until Landlord does deliver possession of the Leased Premises to Tenant.

III. PURPOSE

3.1 Purpose. The Leased Premises shall be used and occupied only for a truck garage and incidental office use relating thereto.

3.2 Use Prohibited. Tenant shall not permit the Leased Premises to be used in any manner which would render the insurance thereon void or the insurance risk more hazardous, provided, however, that if Tenant's use of the Leased Premises does make the insurance risk more hazardous, then, without prejudice to any other remedy of Landlord for such breach, Tenant shall pay to Landlord, on demand, the amount by which Landlord's insurance premiums are increased as a result of such use. Tenant shall purchase such insurance directly from the insurance carrier and shall furnish evidence of the same to Landlord. Tenant shall not use or occupy the Leased Premises, or permit the Leased Premises to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would violate any certificate of occupancy affecting the same, or which would cause structural injury to the improvements, or cause the value or usefulness of the Leased Premises or any part thereof to diminish, or which would constitute a public or private nuisance or waste.

3.3 Tenant's Compliance With Environmental Law. Tenant, at its own cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and local governments, departments, commissions, boards and offices, or any other body exercising similar functions, which may be applicable to the Leased Premises and all or any part of the facilities used in connection therewith, or to the use or manner of use thereof, or to the owners, tenants or occupants thereof. Tenant covenants that it will not cause any "Hazardous Material" (as hereinafter defined) ever to be placed under or on, or to escape, leak, seep, spill, or be discharged, emitted or released from the Leased Premises or any part thereof (all of the foregoing herein called a "Discharge"). Tenant does hereby indemnify Landlord, its partners, officers, directors, agents and employees (collectively, the "Indemnified Parties") and agrees to hold them harmless from and against any and all losses, liabilities, damages, injuries, costs and expenses and claims of any and every kind whatsoever (including without limitation court costs and attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by or asserted against the Indemnified Parties for, or with respect to, or as a direct or indirect result of a Discharge of Hazardous Materials caused or permitted by Tenant (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state, local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material). The provisions of and undertakings and indemnification set out in this section shall survive the termination of this Lease and the payment and satisfaction of all sums due hereunder, and shall continue to be the personal liability, obligation and indemnification of Tenant, binding upon Tenant, forever. For purposes of this Lease, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other Federal, state local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous, waste, substance or material (including, without limitation, asbestos and polychlorinated biphenyls).

IV. RENT

4.1 Rent.

(a) Beginning on the Commencement Date through December 31, 1991, Tenant shall pay to, or upon the order of, Landlord, until otherwise notified in writing by Landlord, as rent for the Leased Premises, at such place or places as Landlord may designate in writing from time to time, the annual sum of \$84,000.00, which amount shall be paid, without the right of set-off, in equal monthly installments in arrears on the last day of each month in the amount of \$7,000.00 per month.

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(b) Beginning on January 1, 1972 through the end of the term of the Lease, Tenant shall pay to, or upon the order of, Landlord, until otherwise notified in writing by Landlord, as rent for the Leased Premises, at such place or places as Landlord may designate in writing from time to time, the annual sum of \$141,200.00, which amount shall be paid, without the right of set-off, in equal monthly installments in arrears on the last day of each month in the amount of \$11,766.67 per month.

4.4 **Additional Rent.** It is the purpose and intent of Landlord and Tenant that the rent provided for in Section 4.1 hereof be *simultaneously net to Landlord* so that this Lease shall yield net to Landlord the rent specified in Section 4.1 and that all costs and expenses and obligations of every kind and nature whatsoever, whether now existing or hereafter arising or whether beyond the contemplation of the parties, shall be paid by Tenant.

4.5 **Interest on Late Payments.** Each and every installment of rent and each and every payment of other charges hereunder which shall not be paid when due, shall bear interest at the highest rate then payable by Tenant in the state in which the Leased Premises are located, or in the absence of such a maximum rate, at the rate of eighteen per cent (18%) per annum, from the date when the same is payable under the terms of this Lease until the same shall be paid.

V. TAXES AND OTHER CHARGES

5.1 **Taxes.** Tenant covenants and agrees to pay, as hereinafter provided, as additional rent under this Lease, all of the following items: general and special real estate taxes and other taxes (including without limitation, any personal property taxes, sales taxes, use taxes, and the like), assessments, water and sewer rents, rates and charges, excises, levies, license and permit fees, and any fines, penalties, interest or cost with respect thereto, charges for any easement or agreement maintained for the benefit of the Leased Premises, and charges for public and private utilities (including, without limitation, gas, electricity, light, heat, air-conditioning, power and telephone and other communication services), general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which at any time prior to or during the term may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or charged with respect to or become a lien on the Leased Premises, or the roadway in front of or adjoining the Leased Premises, or any space in, over and under such roadway, or any other appurtenances on the Leased Premises, or any personal property, equipment or other facility used in the operation thereof, or the rent or income received therefrom, or any use or occupancy thereof, or this transaction, or the rental payable hereunder (all such items being herein called "impositions"), each such imposition, or installment thereof, during the term shall be paid not later than ten (10) days prior to the day any fine, penalty, interest or cost may be added thereto or imposed by law for the non-payment thereof.

VI. INSURANCE

6.1 **Kind and Amount.** As additional rent for the Leased Premises, Tenant shall procure and maintain policies of insurance, at its own cost and expense, insuring at a minimum:

- (a) Landlord and Tenant from all claims, demands or actions for injury or death of any person in an amount of not less than \$1,000,000.00 for injury to or death of more than one person in any one occurrence in an amount of not less than \$2,000,000.00, and for damage to property in an amount of not less than \$250,000.00, made by, or on behalf of, any person or persons, firm or corporation arising from, related to or connected with the Leased Premises or any act or omission of Tenant. Said insurance shall contain full coverage of the indemnity set forth in Section 13.0 hereof;
- (b) Tenant from all workman's compensation claims;
- (c) Landlord and Tenant against all breakage of plate glass utilized in the improvements on the Leased Premises; and
- (d) All contents, and Tenant's trade fixtures, machinery, equipment, furniture and furnishings in the Leased Premises to the extent of at least ninety percent (90%) of their replacement cost under standard fire and extended coverage insurance, including, without limitation, vandalism and malicious mischief and sprinkler leakage endorsement.

6.2 **Form of Insurance.** The aforesaid insurance shall be in companies and in forms, substance and amount (where not stated above) satisfactory to Landlord and any mortgagees of Landlord. The aforesaid insurance shall not be subject to cancellation except after at least thirty (30) days prior written notice to Landlord and any mortgagees of Landlord. The original insurance policies (or certificates thereof satisfactory to Landlord) together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Landlord at the Commencement Date and renewals thereof not less than thirty (30) days prior to the end of the term of each such coverage.

6.3 **Mutual Waiver of Subrogation Rights.** Wherever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease, or anyone claiming by, through, or under it in connection with the Leased Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense or required under this Lease to be so insured, then the party so insured (or so required) hereby releases the other party from any liability said other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect).

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VII. DAMAGE OR DESTRUCTION

71 Fire and Other Casualty. If the Leased Premises are made untenantable by fire or other casualty, including damage or casualties of war, Tenant shall immediately take such action as is necessary to make applicable insurance proceeds available and to use the same to reconstruct, repair and restore the Leased Premises. In the event fire or other casualty occurs and both Landlord and Tenant are insured, it is agreed that the coverage of the Landlord shall be primary and that Landlord's recovery in no event shall be reduced by any insurance recovery to Tenant. Notwithstanding anything in this Paragraph to the contrary, if Landlord determines that the Leased Premises cannot be rebuilt by using standard working methods and procedures or as to make the Leased Premises tenantable within three (3) months after the date of the casualty or within two (2) months from such date if the Lease term has less than eighteen (18) months remaining, either party shall have the right to terminate this Lease by giving to the other notice of such election within thirty (30) days after the casualty. If said fire or other casualty results in total destruction of the Building, this Lease shall automatically terminate as of the date of said fire or other casualty. In case of fire or other casualty not resulting in termination of this Lease, rent shall be abated on a per diem basis while the Leased Premises are untenantable. If Tenant continues to conduct its business or profession in whole or in part from a portion of the Leased Premises after such casualty, rent for space shall be abated pro rata with rent being charged only for the tenantable area. In case of termination of this Lease, Landlord shall be entitled to all insurance proceeds except those relating specifically to Tenant's leasehold improvements and rent shall be apportioned on a per diem basis and be paid to the date of the fire or other casualty.

VIII. CONDEMNATION

81 Taking of Whole. If the whole of the Leased Premises shall be taken or condemned for a public or quasi-public use or purpose by a competent authority, or if such a portion of the Leased Premises shall be so taken that as a result thereof the balance cannot be used for the same purpose as expressed in Article III, then in either of such events, the Lease term shall terminate upon delivery of possession to the condemning authority, and any award, compensation or damages (hereinafter sometimes called the "award"), shall be paid to and be the sole property of Landlord whether such award shall be made as compensation for diminution of the value of the leasehold or the fee of the Real Estate or otherwise and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such award. Tenant shall continue to pay rent until the Lease term is terminated and any charges prepaid by Tenant shall be adjusted between the parties.

82 Partial Taking. If only a part of the Leased Premises shall be so taken or condemned, and as a result thereof the balance of the Leased Premises can be used for the same purpose as expressed in Article III, this Lease shall not terminate and Landlord shall repair and restore the Leased Premises and all improvements thereon. Any portion of the award which had not been expended by Landlord for such repairing or restoration shall be retained by Landlord as Landlord's sole property. The rent shall be equitably abated following delivery of possession to the condemning body.

83 Taking of Building. If fifty percent (50%) or more of the Building shall be so taken or condemned, Landlord may terminate this Lease by giving written notice thereof to Tenant within sixty (60) days after such taking. In such event, the award shall be paid to and be the sole property of Landlord. Tenant shall continue to pay rent until the Lease term is terminated and any charges prepaid by Tenant shall be adjusted between the parties.

IX. MAINTENANCE AND ALTERATIONS

91 Maintenance. Tenant shall keep and maintain the Leased Premises in good order and repair, including, without limitation, any necessary replacements (and further including, without limitation, necessary interior and exterior painting and window replacement) and shall remove snow accumulations from the parking lot and sidewalks. Tenant shall fully comply with all health and police regulations in force and shall conform with the rules and regulations of fire underwriters or their fire protection engineers.

92 Alterations. Tenant shall not create any openings in the roof or exterior walls, nor shall Tenant make any alterations or additions to the Leased Premises without Landlord's prior written approval. In connection with said approval, Tenant agrees to furnish Landlord everything Landlord deems reasonably necessary, including, without limitation, plans and specifications, surety bonds and evidence of insurance. Tenant shall make all additions, improvements, alterations and repairs on the Leased Premises and on and to the appurtenances and equipment thereof, required by any governmental authority or which may be made necessary by the act or neglect of any person, firm or corporation (public or private). Upon completion of any work by or on behalf of Tenant, such Tenant shall provide Landlord with such documents as Landlord may require (including, without limitation, sworn contractor's statements and supporting lien waivers) evidencing payment in full for such work.

X. ASSIGNMENT AND SUBLETTING

101 Consent Required. Tenant shall not, without Landlord's prior written consent, (a) assign, convey or mortgage this Lease or any interest under it; (b) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (c) sublet the Leased Premises or any part thereof, or (d) permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Tenant. Landlord agrees that it will not unreasonably withhold its consent to any assignment or sublease, provided that if Tenant requests Landlord's consent to an assignment of the Lease or to a sublease of all or a substantial portion of the Leased Premises, Landlord may, in lieu of granting such consent or reasonable withholding the same, terminate this Lease, effective on the effective date of said assignment or on the commencement date specified in the sublease, as the case may be, to which the Landlord's consent is requested. No permitted assignment or subletting shall relieve Tenant of Tenant's covenants and agreements hereunder and Tenant shall continue to be liable as a principal and not as a guarantor or surety, to the same extent as though no assignment or subletting had been made.

102 Merger or Consolidation. Tenant may, without Landlord's consent, assign this Lease to any corporation or other entity resulting from a merger or consolidation of the Tenant upon the following conditions: (a) that the total assets and net worth of such assignee after such consolidation or merger shall be equal to or greater than that of Tenant immediately prior to such consolidation or merger; (b) that Tenant is not at such time in default hereunder; and (c) that such successor shall execute an instrument in writing fully assuming all of the obligations and liabilities imposed upon Tenant hereunder and deliver the same to Landlord. If the aforesaid conditions are satisfied, Tenant shall be discharged from any further liability hereunder.

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10.3 Voting Control of Tenant. If Tenant is a corporation, the shares of which, at the time of the execution of this Lease and during the term hereof, are or shall be held by fewer than 100 persons, and if at any time during the term of this Lease, the persons, firms or corporations who own a majority or controlling number of its shares at the time of the execution of this Lease or following Landlord's consent to a transfer of such shares, ceases to own such shares (except as a result of transfer by bequest or inheritance) and such cessation shall not first have been approved in writing by Landlord, then such cessation shall, at the option of Landlord, be deemed as default by Tenant under this Lease.

XI. LIENS AND ENCUMBRANCES

11.1 Encumbering Title. Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Leased Premises, nor shall the interest or estate of Landlord in the Leased Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Leased Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Leased Premises.

11.2 Lien and Right to Sustain. Tenant shall not permit the Leased Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of Tenant, provided, however, that Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claim if Tenant shall give to Landlord such security as may be deemed satisfactory to Landlord to insure payment thereof (and to prevent any sale, foreclosure, or forfeiture of the Leased Premises by reason of non-payment thereof; provided further, however, that on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and the judgment satisfied.

XII. UTILITIES

12.1 Utilities. Tenant shall purchase all water, sewer, telephone, fuel costs and electricity from the utility or municipality providing such service, and shall pay for services when such payments are due.

XIII. INDEMNITY AND WAIVER

13.1 Indemnity. Tenant will protect, defend, indemnify and save harmless the Indemnified Parties from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Landlord by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Leased Premises or resulting from any act or omission of Tenant or anyone claiming by, through or under Tenant; (b) any failure on the part of Tenant to perform or comply with any of the terms of this Lease, or (c) performance of any labor or services or the furnishing of any materials or other property in respect of the Leased Premises or any part thereof. In case any action, suit or proceeding is brought against Landlord by reason of any such occurrence, Tenant will, at Tenant's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel approved by Landlord.

13.2 Waiver of Certain Claims. Tenant waives all claims it may have against Landlord for damage or injury to person or property sustained by Tenant or any person claiming through Tenant or by any occupant of the Leased Premises, or by any other person, resulting from any part of the Leased Premises or any of its improvements, equipment or appurtenances becoming out of repair, or resulting from any accident on or about the Leased Premises or resulting directly or indirectly from any act or neglect of any tenant or occupant of any part of the Leased Premises or of any other person, including Landlord to the extent permitted by law. This Section 13.2 shall include, but not by way of limitation, damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, or noise, or caused by bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of Tenant or of other tenants, or occupants or any part of the Leased Premises or of any other person, including Landlord to the extent permitted by law, and whether such damage be caused by or result from any thing or circumstance above mentioned or referred to, or to any other thing or circumstance whether of a like nature or of a wholly different nature. All personal property belonging to Tenant or any occupant of the Leased Premises shall be there at the risk of Tenant or of such other person only, and Landlord shall not be liable for any damage thereto or for the theft or misappropriation thereof.

XIV. RIGHTS RESERVED TO LANDLORD

14.1 Rights Reserved to Landlord. Without limiting any other rights reserved or available to Landlord under this Lease, at law or in equity, Landlord, on behalf of itself and its agents (and its beneficiary or beneficiaries and their agents, if Landlord is an Illinois land trust) reserves the following rights to be exercised at Landlord's discretion.

- (a) To change the street address of the Leased Premises;
- (b) To inspect the Leased Premises and to make repairs, additions or alterations to the Leased Premises, specifically including, but without limiting the generality of the foregoing, to make repairs, additions or alterations within the Leased Premises to mechanical, electrical, and other facilities serving Leased Premises;
- (c) To show the Leased Premises to prospective purchasers, mortgagees, or other persons having a legitimate interest in viewing the same, and, at any time within one (1) year prior to the expiration of the Lease term, to persons wishing to rent the Leased Premises;
- (d) During the last year of the Lease term, to place and maintain the usual "For Rent" sign in or on the Leased Premises;
- (e) During the last ninety (90) days of the Lease term, if during or prior to that time Tenant vacates the Leased Premises, to decorate, remodel, repair, alter or otherwise prepare the Leased Premises for new occupancy; and
- (f) To place and maintain "For Rent" signs on the Leased Premises.

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Landlord may enter upon the Leased Premises for any and all of said purposes and may exercise any and all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession of the Leased Premises, and without being liable in any manner to Tenant.

XV. QUIET ENJOYMENT

15.1 Quiet Enjoyment. So long as Tenant is not in default under the covenants and agreements of this Lease, Tenant's quiet and peaceful enjoyment of the Leased Premises shall not be disturbed or interfered with by Landlord or by any person claiming by, through or under Landlord.

XVI. SUBORDINATION OR SUPERIORITY

16.1 Subordination or Superiority. The rights and interest of Tenant under this Lease shall be subject and subordinate to any mortgages or trust deeds that exist or may hereafter be placed upon the Leased Premises by Landlord and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided with respect to any future mortgages or trust deeds the foregoing shall be true only if the mortgagee or trustee named in said mortgage or trust deed shall elect to subject and subordinate the rights and interest of Tenant under this Lease to the lien of its mortgage or deed of trust. Any such mortgagee or trustee may elect to give the rights and interest of Tenant under this Lease priority over the lien of its mortgage or trust deed. In the event of either such election and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this Lease shall be deemed to be subordinate to or have priority over, as the case may be, the lien of said mortgage or trust deed, whether this Lease is dated prior to or subsequent to the date of said mortgage or trust deed. Tenant shall execute and deliver whatever instruments may be required for such purpose and in the event Tenant fails to do within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney in fact and in its name, place, and stead to do so.

XVII. SURRENDER

17.1 Surrender. Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Tenant's right to possession of the Leased Premises, Tenant will at once surrender and deliver up the Leased Premises, together with all improvements thereon, to Landlord in good condition and repair, reasonable wear and tear excepted. Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment, and other articles of personal property used in the operation of the Leased Premises (as distinguished from operations incident to the business of Tenant, articles of personal property incident to Tenant's business are hereinafter referred to as "Trade Fixtures"). All additions, hardware, non-Trade Fixtures and all improvements, temporary or permanent, in or upon the Leased Premises placed there by Tenant shall become Landlord's property and shall remain upon the Leased Premises upon termination of this Lease by lapse of time or otherwise, without compensation or allowance or credit to Tenant, unless Landlord requests their removal in writing at or before the time of such termination of the Lease. If Landlord so requests removal of said additions, hardware, non-Trade Fixtures and improvements and Tenant does not make such removal at said termination of the Lease, or within ten (10) days after such request, whichever is later, Landlord may remove and deliver the same to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, delivery and warehousing to Landlord on demand.

17.2 Removal of Tenant's Property. Upon the termination of this Lease by lapse of time, Tenant may remove Tenant's Trade Fixtures; provided, however, that Tenant shall repair any injury or damage to the Leased Premises which may result from such removals. If Tenant does not remove Tenant's Trade Fixtures from the Leased Premises prior to the end of the term, however ended, Landlord may, at its option, remove the same and deliver the same to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal (including the repair of any injury or damage to the Leased Premises resulting from such removal), delivery and warehousing to Landlord on demand, or Landlord may treat such Trade Fixtures as having been conveyed to Landlord with this Lease as a Bill of Sale, without further payment or credit by Landlord or Tenant.

17.3 Holding Over. Any holding over by Tenant of the Leased Premises after the expiration of this Lease shall operate and be construed to be a tenancy from month to month only, at the rate of two times the monthly rate of rent set forth herein, or at the election of Landlord expressed in a written notice to Tenant, and not otherwise, such holding over shall constitute a renewal of this Lease for one (1) year at the rate of two times the monthly rental contained in this Lease. Nothing contained in this Section 17.3 shall be construed to give Tenant the right to hold over after the expiration of this Lease, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Leased Premises.

XVIII. REMEDIES

18.1 Defaults. Tenant agrees that any one or more of the following events shall be considered events of default as said term is used herein:

- (a) Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving a petition or answer filed against Tenant asking for the reorganization of Tenant under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or set aside within sixty (60) days after the date of the entry or granting thereof.
- (b) Tenant shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition purporting to be pursuant to the Federal bankruptcy laws as now or hereafter amended, or Tenant shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment or indebtedness, reorganization, arrangements, composition or extension.
- (c) Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant.
- (d) The Leased Premises are levied upon by any revenue officer or similar officer.

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- (e) A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated or set aside within sixty (60) days after the date of entry or granting thereof.
- (f) Tenant shall abandon the Leased Premises or vacate the same during the term hereof.
- (g) Tenant shall fail to make any payment of rent or in any other payment required to be made by Tenant hereunder when due as herein provided and such failure shall continue for five (5) days.
- (h) Tenant shall fail to contest the validity of any lien or claimed lien and give security to Landlord to insure payment thereof, or having commenced to contest the same and having released and satisfy any judgment rendered thereon, and such failure continues for ten (10) days after notice thereof in writing to Tenant.
- (i) Tenant shall fail to keep, observe or perform any of the other covenants or agreements herein contained to be kept, observed and performed by Tenant, and such failure shall continue for thirty (30) days after notice thereof in writing to Tenant.
- (j) Tenant shall repeatedly be late in the payment of rent or other charges required to be paid hereunder or shall repeatedly default in the keeping, observing, or performing of any other covenants or agreements herein contained to be kept, observed or performed by Tenant (provided notice of such other defaults shall have been given to Tenant, but whether or not Tenant shall have timely cured any such payment or other defaults of which notice was given).

Upon the occurrence of any one or more of such events of default, Landlord, at its election, may terminate this Lease or terminate Tenant's right to possession only, without terminating the Lease. Upon termination of the Lease, or upon any termination of the Tenant's right to possession without termination of the Lease, the Tenant shall surrender possession and vacate the Leased Premises immediately, and deliver possession thereof to the Landlord, and hereby grant to the Landlord the full and free right, without demand or notice of any kind to Tenant (except as hereinabove expressly provided for), to enter into and upon the Leased Premises on such event with or without process of law and to repossess the Leased Premises as the Landlord's former estate and to expel or remove the Tenant and any others who may be occupying or within the Leased Premises without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom and without relinquishing the Landlord's rights to rent or any other right given to the Landlord hereunder or by operation of law. Upon termination of the Lease, Landlord shall be entitled to recover as damages, all rent and other sums due and payable to Landlord on the date of termination, plus (1) an amount equal to the value of the rent and other sums provided herein to be paid by Tenant for the residue of the stated term hereof, plus (2) the amounts reasonably estimated to be incurred to obtain a replacement tenant or tenants, including expenses hereinafter described relating to recovery of the Leased Premises, preparation for reletting and for reletting itself, plus (3) the cost of performing any other covenants to be performed by the Tenant. If the Landlord elects to terminate the Tenant's right to possession only, without terminating the Lease, the Landlord may, at the Landlord's option enter into the Leased Premises, remove the Tenant's signs and other evidences of tenancy, and take and hold possession thereof as hereinabove provided, without such entry and possession terminating the Lease or releasing the Tenant, in whole or in part, from the Tenant's obligations to pay the rent hereunder for the full term or from any other of its obligations under this Lease. Landlord may but shall be under no obligation to do so, relet all or any part of the Leased Premises for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Leased Premises for a term greater or lesser than that remaining under the Lease term, and the right to relet the Leased Premises as part of a larger area, and the right to change the character or use made of the Leased Premises). For the purpose of such reletting, Landlord may decorate or make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient. If Landlord does not relet the Leased Premises, Tenant shall pay to Landlord on demand damages equal to the amount of the rent, and other sums provided herein to be paid by Tenant for the remainder of the Lease term. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting or the collection of the rent accruing therefrom (including, but not by way of limitation, attorneys' fees and brokers' commissions), to satisfy the rent and other charges herein provided to be paid for the remainder of the Lease term, Tenant shall pay to Landlord on demand any deficiency and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Section from time to time.

18.2 Remedies Cumulative. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

18.3 No Waiver. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance by Landlord of any payment or rent or other charges hereunder after the termination by Landlord of this Lease or of Tenant's right to possession hereunder shall not, in the absence of agreement in writing to the contrary by Landlord, be deemed to restore this Lease or Tenant's right to possession hereunder, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from Tenant to Landlord.

XIX. MISCELLANEOUS

19.1 Estoppel Certificate. Tenant shall, at any time and from time to time upon not less than ten (10) days prior written request from Landlord execute, acknowledge and deliver to Landlord, in form reasonably satisfactory to Landlord and/or Landlord's mortgagee and/or a prospective purchaser of the Leased Premises, a written statement certifying that Tenant has accepted the Leased Premises, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that the Landlord is not in default hereunder, the date to which the rental and other charges have been paid in advance, if any, and such other accurate certification as may reasonably be required by the requesting party, and agreeing to give copies to any mortgagee of all notices by Tenant to Landlord. It is intended that any such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser or mortgagee of the Leased Premises and their respective successors and assigns.

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19.2 Landlord's Right to Cure. Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims); and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation reasonable attorneys' fees, shall be no much additional rent due on the next rent date after such payment together with interest (except in the case of said attorneys' fees) at the highest rate then payable by Tenant in the state in which the Leased Premises are located or in the absence of such a maximum rate, at the rate of eighteen per cent (18%) per annum, from the date of the advance to the date of repayment by Tenant to Landlord.

19.3 Amendments Must be in Writing. None of the covenants, terms or conditions of this Lease to be kept and performed by either party shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed, acknowledged and delivered by the other party.

19.4 Notices. All notices to or demands upon Landlord or Tenant desired or required to be given under any of the provisions hereof, shall be in writing. Any notices or demands from Landlord to Tenant shall be deemed to have been duly and sufficiently given if a copy thereof has been mailed by the United States registered or certified mail in an envelope properly stamped and addressed to Tenant at the Leased Premises or at such address as Tenant may thereafter furnish by written notice to Landlord, and any notices or demands from Tenant to Landlord shall be deemed to have been duly and sufficiently given if mailed by United States registered or certified mail in an envelope properly stamped and addressed to Landlord as follows: Carmichael Properties, 2200 South Loomis Street, Chicago, Illinois 60608, Attention: Melvin Bechina.

19.5 Short Form Lease. This Lease shall not be recorded, but the parties agree, at the request of either of them, to execute a Short Form Lease for recording, containing the name of the parties, the legal description and term of the Lease.

19.6 Time of Essence. Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

19.7 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of landlord and tenant.

19.8 Captions. The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

19.9 Severability. If any term or provisions of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

19.10 Law Applicable. This Lease shall be construed and enforced in accordance with the laws of the state where the Leased Premises are located.

19.11 Covenants Binding on Successors. All of the covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

19.12 Brokerage. Tenant warrants that it has had no dealing with any broker or agent in connection with this Lease. Tenant covenants to pay, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or other agent with respect to this Lease or the negotiation thereof.

19.13 Landlord Means Owner. The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Leased Premises, and in the event of any transfer or transfers of the fee to such fee, Landlord herein named (and in case of any subsequent transfer or conveyance, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed; provided that any funds in the hands of such Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be turned over to the grantee, and any amount then due and payable to Tenant by Landlord or the then grantor under any provisions of this Lease, shall be paid to Tenant.

19.14 Lender's Requirements. If any mortgagee or committed financier of Landlord should require, as a condition precedent to the closing of any loan or the disbursement of any money under any loan, that this Lease be amended or supplemented in any manner (other than in the description of the Leased Premises, the term, the purpose or the rent), Landlord shall give written notice thereof to Tenant, which notice shall be accompanied by a Lease Supplement Agreement embodying such amendments and supplements. Tenant shall, within ten (10) days after Landlord's notice, either consent to such amendments and supplement (which consent shall not be unreasonably withheld) and execute the tendered Lease Supplement Agreement, or deliver to Landlord a written statement of its reason or reasons for refusing to so consent and execute. Failure of Tenant to respond within said ten (10) day period shall be a default under this Lease without further notice. If Landlord and Tenant are then unable to agree on a Lease Supplement Agreement satisfactory to each of them and to the lender within thirty (30) days after delivery of Tenant's written statement, Landlord shall have the right to terminate this Lease within sixty (60) days after the end of said thirty (30) day period.

19.15 Signs. Tenant shall install no exterior sign without Landlord's prior written approval of detailed plans and specifications therefor.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

Landlord:

CARMICHAEL PROPERTIES
an Illinois limited partnership

By [Signature]
a general partner

Tenant:

CARMICHAEL LEASING CO., INC.
an Illinois corporation

By [Signature]
its

By [Signature]
its Assistant Manager

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STATE OF ILLINOIS)
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COUNTY OF C O O K)

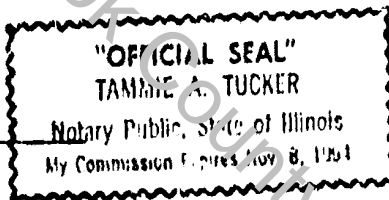
I, Tammie A. Tucker, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Melvin J. Bechina and Michael J. Bechina, the general partners of Carmichael Properties, an Illinois general partnership, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said partnership for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal this 17th day of May, 1994.

Tammie A. Tucker
Notary Public

My Commission Expires:

11/8/94



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