

94657240

NO 9 (October 1988)

UNOFFICIAL COPY

LEGAL ATTACHED

STORE LEASE

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT
	BEGINNING	ENDING	
May __, 1991	June 1, 1991	May 31, 1996	SEE RIDER
Location of Premises: Store located at 759 North Cicero Avenue, Chicago, Illinois (25' x 60')			30657240
Purpose: Currency Exchange Only			DEPT-01 RECORDING \$35.50 T46666 TRAN 3102 07/26/94 15:13:00 \$2859 \$ LC *-94-657240 COOK COUNTY RECORDER

LESSEE

NAME Chicago-Cicero Exchange, Inc.
and Irving Barr
ADDRESS 2400 W. Devon Avenue
CITY Chicago, IL 60659

LESSOR

NAME Hussien Elfoly as Sole
Beneficiary of Trust #466 at
ADDRESS Citizens National Bank and
Trust Company with right of direction
CITY 759 N. Cicero Av., Chicago, IL 60644

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

1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

WATER, GAS AND ELECTRIC CHARGES

2. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied 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 installment of rent next due thereafter.

SUBLETTING; ASSIGNMENT

3. 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, in 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 newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment or 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. (See Rider)

LESSEE NOT TO MISUSE

4. Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself 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 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 load floors 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.

94657240

CONDITION ON POSSESSION

5. Lessee has examined and knows the condition of the Premises and 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, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.

REPAIRS AND MAINTENANCE

6. Lessee shall keep the Premises and appurtenances thereto in a clean, slightly 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, slightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, 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.

ACCESS TO PREMISES

7. 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.

RETURN TO

8. 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 building of which they are a

SEWARD DAVIS
LITTONNEY AT LAW
206 WEST RANDOLPH STREET
SUITE 1410
CHICAGO, ILLINOIS 60606
346-9733

3550

UNOFFICIAL COPY

Property of Cook County Clerk's Office

...from the escape of steam or hot water from any radiator, it being...
...of the cause of Lessee, no for any such damage or injury occasioned by...
...or coming through the roof, skylight, trap-door, stairs, walks or any other part...
...or otherwise, nor for any such damage or injury done or occasioned by the...
...stucco, nor for any damage or injury arising from any act, omission or neglect...
...persons, occupants of the same building or of adjoining or contiguous building...
...or contiguous property, or of Lessor's agents or Lessor himself, all claims...
...being hereby expressly waived by Lessee.

RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES)

9. Lessee shall not attach, affix or exhibit or permit to be attached, Lessor or his agent, any articles of permanent character or any sign, attached or printing thereon, to any window, floor, ceiling, door or wall in any place in any of the appurtenances thereto, without in each case the written consent of and shall not commit or suffer any waste in or about said premises; and shall in the Premises by the erection of partitions or the papering of walls, or other writing of Lessor; and in case Lessee shall affix additional locks or bolts on in the Premises lighting fixtures or any fixtures of any kind, without the consent obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, or maintenance to Lessor. Lessor shall have the privilege of retaining the same, if he desire to retain the same, he may remove and store the same, and Lessee shall removal and storage thereof. The provisions of this paragraph shall not be fixtures, equipment and moveable furniture, exclusive of existing s

HEAT

10. Where building is equipped for the purpose, Lessor shall furnish Premises, during customary business hours (excluding Sundays and holiday, nor later than 6 p.m. unless specifically stated herein. Lessor does not warrant free from interruptions caused by strike, accident or other cause beyond the or by renewal or repair of the heating apparatus in the building. Any such in an eviction or disturbance of Lessee's use and possession of Premises, nor re damages. All claims against Lessor for injury or damage arising from failure expressly waived by Lessee.

FIRE AND CASUALTY

11. In case the Premises shall be rendered untenable by fire, explosion, or any other cause, Lessor, at his option, terminate this lease or repair the Premises within sixty days of the Premises within said time, or the building containing the Premises shall have term hereby created shall cease and determine. (See Rider)

TERMINATION; HOLDING OVER

12. At the termination of the term of this lease, by lapse of time or expiration of the term, Lessee shall immediately possession of the Premises to Lessor, in good condition and repair, excepted, and will return the keys thereof to Lessor at the place of payment of the session of the Premises or any part thereof after the termination of the term, then Lessor may at its option within thirty days after termination of the term, Lessee that such holding over constitutes either (a) renewal of this lease for a month thereafter, at double the rental (computed on an annual basis) specified in Section 1, or (c) creation of a tenancy at sufferance, at a rental of _____ for the time Lessee remains in possession. If no such written notice is served with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor resulting from retention of possession by Lessee. The provisions of this article a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall other act in apparent affirmation of tenancy operate as a waiver of the right breach of any of the covenants herein.

LESSOR'S REMEDIES

13. If Lessee shall vacate or abandon the Premises or permit the same to be used for a period of ten days, or in case of the non-payment of the rent reserved or of the breach of any covenant in this lease contained, Lessee's right to the thereupon shall terminate, with or without any notice or demand whatsoever possession thereafter by Lessee shall constitute a forcible detainer of the Premises, but not otherwise, and with or without notice of such election or any notice lease shall thereupon terminate, and upon the termination of Lessee's right of possession this lease be terminated or not, Lessee agrees to surrender possession of the Premises the receipt of any demand for rent, notice to quit or demand for possession of the Premises hereby grants to Lessor full and free license to enter into and upon the Premises possession thereof with or without process of law, and to expel and to remove who may be occupying the Premises or any part thereof, and Lessor may expelling and removing Lessee and other persons as may reasonably be necessary himself of the Premises as of his former estate, and such entry of the Premises or forcible entry or detainer, nor shall it cause a forfeiture of rents due by Lessee any covenant, agreement or promise in this lease contained, to be performed, Lessee waives all notice of any election made by Lessor hereunder, demand for rent possession, and any and all notices and demands whatsoever, of any and every kind, to be required by any statute of this state relating to forcible entry and detainer, any other statute, or by the common law, during the term of this lease or any part hereof of rent, whether in a single instance or repeatedly, after it falls due, or a hereof by Lessee, or the giving or making of any notice or demand, whether or not, provision or not, or any act or series of acts except an express written waiver waiver of Lessor's right to act without notice or demand or of any other right an election not to proceed under the provisions of this lease.

RIGHT TO RELET

14. If Lessee's right to the possession of the Premises shall be terminated or any part thereof, may, but need not, be relet by Lessor, for the account and rent and upon such terms and to such person or persons and for such period as the Lessor, but Lessor shall not be required to accept or receive any tenant offered act whatsoever or exercise any diligence whatsoever, in or about the procuring of a tenant to mitigate the damages of Lessee or otherwise, Lessee hereby waiving the use of Lessor in the reletting thereof; and if a sufficient sum shall not be received from rent hereby reserved, after paying the expenses of reletting and collection, including and including also expenses of redecorating, Lessee agrees to pay and satisfy the advance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation of Lessee from the performance of any covenant, promise or agreement herein contained, any substituted tenant by the payment of rent, or otherwise, shall constitute a breach of the obligations of Lessee arising hereunder.

COSTS AND FEES

15. Lessee shall pay upon demand all Lessor's costs, charges and expenses, attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of this lease or in any litigation, negotiation or transaction in which Lessor shall, whether involved through or on account of this lease "This provision shall be binding on Lessor and Lessee except in case of condemnation, demolition, fire or other catastrophes".

94657240

Property

UNOFFICIAL COPY

Property of Cook County Clerk's Office

CONFESSION OF JUDGMENT

16. Lessee hereby irrevocably, lawfully 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 rent or 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 costs 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 stipulate that no writ of error or appeal shall be 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.

LESSOR'S LIEN

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 release the same under the orders of the court appointing him.

REMOVAL OF OTHER LIENS

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 pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

REMEDIES NOT EXCLUSIVE

19. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in paragraph 16 hereof be deemed to be waived or terminated by the service of any five-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 forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

NOTICES

20. Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) 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 copy is mailed.

MISCELLANEOUS

21. (a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

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

(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Lessee the warrant of attorney in paragraph 16 is given jointly and severally and shall authorize the 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 authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees.

SEVERABILITY

22. If any clause, phrase, provision or 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 render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

(SEE RIDER ATTACHED) made a part hereof and incorporated herein.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSOR:

Hussien Elfoly as Sole Beneficiary of Trust No. 466 at Citizens National Bank and Trust Company

LESSEE:

BARR MANAGEMENT, INC.,

by: Irving Barr

(Lessor) (SEAL)

(Lessee) (SEAL)

ASSIGNMENT BY LESSOR

On this _____, 19____, for value received, Lessor hereby transfers, assigns and sets over to _____, all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____, 19____.

(SEAL) (SEAL)

GUARANTEE

On this _____, 19____, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above lease.

(SEAL) (SEAL)

9-1657240

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

CONFESSION OF JUDGMENT

16. Lessee hereby irrevocably constitutes and appoints an 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 rent or 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 costs 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 stipulate that no writ of error or appeal shall be 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.

LESSOR'S LIEN

17. Lessor shall have a ~~lien~~ subordinate to Lessee's bank financing liens 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 refer the same under the orders of the court appointing him.

REMOVAL OF OTHER LIENS

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 pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

REMEDIES NOT EXCLUSIVE

19. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in paragraph 16 hereof be deemed to be waived or terminated by the service of any five-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 forcible detainer or judgment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

NOTICES

20. Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) 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 copy is mailed.

MISCELLANEOUS

21. (a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

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

(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Lessee the warrant of attorney in paragraph 16 is given jointly and severally and shall authorize the 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 authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees.

SEVERABILITY

22. If any clause, phrase, provision or 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 render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

(SEE RIDER ATTACHED) made a part hereof and incorporated herein.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSOR:

LESSEE:

Hussien Elfoly as Sole Beneficiary of Trust No. 466 at Citizens National Bank and Trust Company

BARR MANAGEMENT, INC.,

by: Irving Barr

Handwritten signatures of Irving Barr and another person.

On this 19... for value received, Lessor hereby transfers, assigns and sets over to... all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to...

94857240

GUARANTEE

On this 19... in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above lease.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

THIS RIDER to a certain Store Lease, by and between **HUSSEIN ELFOLY**, Sole Beneficiary of Trust #466 as Lessor, and **CHICAGO-CICERO CURRENCY EXCHANGE, INC.**, and **IRVING BARR** as Lessees, is executed concurrently therewith and attached thereto, incorporated therein, and made a part hereof.

In the event of any discrepancy between the terms and conditions of this RIDER and those of the printed lease the terms and conditions of this RIDER shall be superior.

1. Options: Lessor hereby grants to Lessee the option to extend this lease for two additional and consecutive option periods of Five (5) years each upon giving to Lessor notice thereof by Certified Mail at least One Hundred and Twenty Days (120) prior to the expiration of the base lease term or any option period thereafter.

2. Rental for the base lease period of June 1, 1991 through May 31, 1993 shall be \$103,200.00 payable as follows:

FROM: June 1, 1991 thru May 31, 1993 - \$1600.00 per month

FROM: June 1, 1993 thru May 31, 1996 - \$1800.00 per month

2a. Rental for the First Five Year Option period of June 1, 1996 through May 31, 2001 shall be \$117,600.00 payable as follows:

FROM: June 1, 1996 thru May 31, 1998 - \$1900.00 per month

FROM: June 1, 1998 thru May 31, 2001 - \$2000.00 per month

2b. Rental for the Second Five Year Option period shall be \$139,200.00 payable as follows:

FROM: June 1, 2001 thru May 31, 2003 - \$2200.00 per month

FROM: June 1, 2003 thru May 31, 2006 - \$2400.00 per month

3. Lessor hereby grants to Lessee the right to assign this lease without Lessor's consent to a purchaser of Lessee's business at this specific location, but the use of the premises must remain that of a Currency Exchange. Subletting shall not be permitted without Lessors' consent. In the event of an assignment by Lessee, Lessee shall remain liable under this lease for a period of One year from the effective date of the assignment. Lessee shall give Lessor (30) days notice of his intention to assign this lease. "No subsequent assignment shall be made without Lessors' consent which consent shall not be unreasonably withheld."

4. Lessor grants to Lessee the right of use for parking of cars only for customers, of the parking lot owned by Lessor located East of the building premises.

5. Lessor hereby grants to original Lessee herein only, the right of first refusal to purchase the building premises in which Lessee is a tenant commonly known as 757-759 North Cicero Avenue, Chicago, Illinois. Said right of first refusal must be exercised by Lessee within Thirty (30) days of the presentation of Lessee by Lessor of a valid offer to purchase said premises which Lessor has received and desires to accept.

6. In the event Lessee shall be in default in any of the monetary provisions of this RIDER, and/or printed lease, Lessee shall have Fifteen days to cure said default after the date that notice thereof is sent to Lessee by Lessor by Certified Mail. "In the event of a default by Lessee of any non-monetary provision, Lessee shall have Thirty days to cure said default. If said default cannot reasonably be cured within said 30 day period Lessee shall have a reasonable time to cure."

In the event a written lien relating to Lessee is filed on the premises, then and in that event Lessee shall, within 30 days after notice, cause said lien to be released or Lessee shall deposit into escrow with his attorney a sum equal to the amount claimed, to be held by said escrowee until the lien is released. If Lessee has insurance to cover said claim no deposit shall be required.

7. This lease shall be effective as of June 1, 1991, even though executed thereafter and all rental shall be adjusted from June 1, 1991, pursuant to rental schedule set forth in this Rider.

94657240

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

-2-

8. Lessee shall carry business interruption insurance in the sum of TWO THOUSAND DOLLARS (\$2,000.00) per month for Six (6) months which insurance shall be allocated specifically for the payment of rent in the event the premises shall, due to fire or other catastrophe, becomes untenable.

LESSOR:

Hussien Elfolly
Hussien Elfolly as Sole Beneficiary of
Trust NO. 466 at Citizens National
Bank and Trust Company

LESSEE:

BARR MANAGEMENT, INC.

By: _____

Irving Barr

94657240

94657240

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

-2-
UNOFFICIAL COPY

8. Lessee shall carry business interruption insurance in the sum of TWO THOUSAND DOLLARS (\$2,000.00) per month for Six (6) months which insurance shall be allocated specifically for the payment of rent in the event the premises shall, due to fire or other catastrophe, becomes untenable.

LESSOR:

Hussien Elfoly as Sole Beneficiary of
Trust NO. 466 at Citizens National
Bank and Trust Company

LESSEE:

BARR MANAGEMENT, INC.

By: IB I Barr Inc

IB I Barr
Irving Barr

94657240

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Lots 17 through 21 in Block 2 in West Chicago Land Company's Subdivision of the North West 1/4 of the North West 1/4 of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian, reference being as to the Plat of said Subdivision recorded July 11, 1873 in Book 5 of Plats, Page 51 as Document 214011, in Cook County, Illinois, and commonly known as 757 N. Cicero Avenue, Chicago, IL 60644.

Plat # 16-10-100 - 001 Lts 17-19
002 Lts 20-21

OK

MK

94657240

RETURN TO



BERNARD DAVIS
ATTORNEY AT LAW
205 WEST RANDOLPH STREET
SUITE 1410
CHICAGO, ILLINOIS 60608
348-9733

UNOFFICIAL COPY

Property of Cook County Clerk's Office