#### Pebruary, 1980 WAREARTY (FEED Statutery (hall 1015) (Corporation to individual)

#\$ \$51.36 1679-1

93867560

THE GRANTOR	Jovic Builders, Inc.			
the State of	d existing under and by virtue of the laws of inois and duly authorized to transact Illinois, for and in consideration — Ten Dollars — DOLLARS,	233/	cook co.nu. 0 4 5 1	016
and pursuant to authority of said corporation, CON James C. Ad 9526 Washin Brookfield	and Aboficial distances the County of	ot as tenants in common	MINITAL DEFICE	STATE OF
Lot 2 in Jovi 18 in Block 1 3, Township 3	c Puilders Resubdivision of ic Ricker's Addition to Br 8 North, Range 12, East of Cook County, Illinois.	cookfield, in Section	231. 00	RANSER IAX
THIS DEED BEING TENANCY AND NOT	RE-RECORDED SO THAT GRANTEE WILL AS TENANTS IN COMMON.	HAVE TITLE HELD IN JOINT	T. TE STAMPS HERE	
Permanent Real Estate I	ndex Number(s): 18-03-204-018, 1	.B-03-204-017 (AFFECTS Lot 1)	2. 29 7	4 5
Address(cs) of Real Est	nie: 3937 South Vernon, Proc	kfield, IL 60513	Section 1	77 75 76
	Grantor has caused its corporate seal to be he y its President, and attested by its 19 9 3			I ESTAT
<u>C</u> ri	Jovic Builders, Inc.		THE STATE OF THE S	™ &
IMPRESS CORPORATE SEAL	Kamenko (Bob) Jovic			E A NS
HERE	Arrent & XX	PRESIDENT	=	ACI
State of Illinois, County o and State aforesaid, DO I me to be the	Diane Covic Cook ss. 1, the undersigned HEREBY CERTIFY, that Kamonko (B. President of the Jovic Buil	ob) Jovic pe son ally known to	5. 50	ION IAX
	theSecretary of said corpor the same persons whose names are subscribe	ration, and personally known to rie to be ed to the foregoing instrument, appeared		
NOSSICIAL SEATE AL. Michael Medalmov ch Notary Public, State of Illinois My Commission Empires \$420.05	before me this day in person and severally ac President and Secretary, the ment and caused the corporate scal of s pursuant to authority given by the Board of their free and voluntary act, and as the free corporation, for the uses and purposes there	ney signed and delivered the said instru- aid corporation to be affixed thereto, Directors of said corporation, as see and voluntary act and deed of said	94245146	
Given under my hand and	official scal, this19th	October 19.93	6	
Commission expires	19.	MOTALIY PUBLIC		9386
This instrument was prepa	red by Michael Maksimovich, 80		5 3 4	367

-1137677.7. MAIL TO Grenge att Grange Ullonis 80525

JL. Adamed 3931 Vernon Avenue , 1111no1n 60513 (City, filete and Zip)

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- 2. The Lease has been duly authorized and executed by Tenant and is in full force and effect and Tenant has delivered to Lender concurrently herewith a true, correct and complete copy of the Lease.
- 3. Tenant has accepted and is in sole possession of the Leased Premises and is presently occupying the Leased Premises. The Lease has not been assigned, by operation of law or otherwise, by Tenant, and no sublease, concession agreement or license, covering the Leased Premises, or any portion of the Leased Premises, has been entered into by Tenant.
- 4. Tenant regan or will begin paying rent on 7-1-92. Tenant is obligated to pay fixed or base rent under the Lease in the annual amount of \$26400.00, payable in monthly installments of \$2200.00. No rent under the Lease has been paid more than one month in advance, and no other sums have been deposited with Landlord other than \$5000.00. deposited as security under the Lease. Except as specifically stated in the Lease, Tenant is entitled to no rent concessions or free rent. The Lease provides that Tenant pays 66 percent of operating expenses and property taxes.
- 5. All conditions and obligations of Landlord relating to completion of tenant improvements and making the Leased Premises ready for occupancy by Tenant have been satisfied or performed and all other conditions and obligations under the Lease to be satisfied or performed by Landlord as of the date hereof have been fully satisfied or performed.
- 6. There exists no defense to, or right to offset against, inforcement of the Lease by Landlord. Neither Landlord nor Tenant is in default under the Lease and no event has occurred which, with the giving of notice or passage of time, or both, could result in such a default.
- 7. Tenant has not received any notice of any present violation of any federal, state, county or municipal laws, regulations, ordinances, orders or directives relating to the use or condition of the Leased Premises or the Property.
- 8. Except as specifically stated in the Lease, Tenant has not been granted (a) any option to extend the term of the Lease, (b) any option to expand the Leased Premises or to lease additional space at the Property, (c) any right of first refusal for any space at the Property, (d) any right to terminate the Lease prior to its stated expiration, or (e) any option or right of first refusal to purchase the Leased Premises or the Property or any part thereof.

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- 9. Tenant acknowledges having been notified that Landlord's interest in and to the Lease has been, or will be, assigned to Lender pursuant to the aforesaid assignment of rents and leases, as security for the Loan. Until further notice from Lender, however, Tenant will continue to make all payments under the Lease to Landlord and otherwise look solely to Landlord for the performance of the Landlord's obligations under the Lease.
- 10. So long as the Mortgage is in effect, Tenant will not, without Lender's prior written consent, (a) agree to any assignment, sublease, adjustment, modification, supplement or amendment to the Lease, (b) pay any rent under the Lease more than one month in advance, or (c) agree to any termination, cancellation or surrence of the Lease. Tenant will allow Lender's agents, employees and representatives to inspect the Leased Premises from time to time upon reasonable advance notice.
- Tenant agrees to give to Lender, by certified mail, a copy of any notice of default 11. under the Lease served by Cenant upon Landlord. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided in the Lease, then Lender shall have an additional thirty (30) days after the expiration of Landlord's cure period within which to cure such default, or, if such default cannot be cured within that time, ther such additional time as may be necessary if, within Lender's thirty (30) day cure period, Lender shall have commenced and shall be diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings if necessary to effect such cure). Such period of time shall be extended by any period within which Lender is prevented from commencing or pursuing such foreclosure proceedings by reason of the bankruptcy of Lindlord. Until the time allowed as aforesaid for Lender to cure such default has exound without cure, Tenant shall have no right to and shall not terminate the Lacon account of default.

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The agreements and certifications set forth herein are made with the knowledge and intent that Lender will rely on them in making the Loan, and Lender and Lender's successors and assigns may rely upon them for that purpose.

Very truly yours,

Jim Kallay D/B/A Kallay Brothers, inc.

(Name of Tenant)

By: Jorn Collect

The undersigned guarantor s) of the Lease hereby certify to Lender and its successors and assigns as of the date hereof that his/their guaranty of the Lease is in full force and effect and has not been amended or modified and that the undersigned guarantor(s) have no claims or defenses under the guaranty or otherwise with respect to his/their performance in full of all terms, covenants and conditions of the guaranty.

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STREET ADDRESS: 7700 W NORTH AVE COUNTY: COOK COUNTY: COOK

TAX NUMBER: 12-36-327-028-0000

#### LEGAL DESCRIPTION:

LOTS 21 AND 22 IN MILLS AND SONS FIRST ADDITION OF GREENFIELDS OF THE SOUTH 191 FRET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, RAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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