

# UNOFFICIAL COPY

## STANDARD LAUNDRY ROOM LEASE

FORM J

95171998

Location of Building(s): 48-50 N. Ashland Date October 15, 1993  
Chicago, IL 60636  
 # of (Inn)gs: 1 # of Appts: 78  
 Lessee Macke Laundry Service Midwest-L.p. Lessor Beahton Court Apartments  
 Address 124 B Meanner Drive Address 7337 N. Lincoln  
Wheeling, IL 60090 Lincolnwood, IL 60066  
 Lease Commencement Date October 19, 1993 Expiration of Original Term October 19, 2005  
 Rent 20% of the income starting February 19, 1997. No additional rental in due  
prior to February 19, 1997.

In consideration of the mutual covenants and conditions stated below the Lessor and Lessee named above agree as follows:

1. **LEASE OF LAUNDRY ROOM(S)** Lessor leases to Lessee what is commonly known as the "Laundry Room(s)" and/or "Laundry Area(s)" (hereinafter sometimes referred to as the "Laundry Room") being a specific room, rooms, area or areas designated by Lessor and known to the parties, contiguous to plumbing and electrical fixtures in the premises described above in "Location of Building(s)" for the purpose of installing, operating, servicing and repairing coin operated washing machines and dryers. A further description, photograph, or drawing of the Laundry Room may be attached hereto.

2. **OPERATION OF EQUIPMENT** Lessee shall service and maintain the laundry equipment at its sole expense, except for such damages or repairs caused by the Lessor, its agents or employees. Any claim by Lessor of maintenance services shall be made by certified or registered mail, addressed to the Lessee, return receipt requested. Lessor shall then have a reasonable opportunity thereafter (not less than 72 hours from the receipt of such notice) to repair or replace any machines not in working order. The selection of laundry equipment and all charges for the use thereof, shall be determined by Lessee.

3. **ACCESS TO LAUNDRY ROOM** Lessee shall have exclusive control and possession of the Laundry Room except that Lessor shall have the right of use and access to the Laundry Room necessary for the operation of the Building which does not interfere with the Lessee's operation and maintenance of the Laundry Room or its laundry equipment. The tenants of the Building shall have free and unobstructed access to the Laundry Room for the purpose of using the Laundry facilities.

4. **RENTAL** As payment to Lessor for rental of the Laundry Room, Lessee shall pay to Lessor at the above address or at such other address designated by Lessor in writing and after the deduction set forth below, if any, the rental stated above at least once every seven (7) months, having first deducted therefrom: (a) refunds paid to the occupants of the Building (b) Federal, State and local taxes, license fees, sales, excise and occupational taxes, use, rental and personal property taxes, if any; and (c) an amount equal to Six Dollars per laundry machine per month. Lessor shall have the right to request a field audit from time to time during the term of this Lease provided Lessor pays to Lessee the prevailing charges therefor. All monies deposited in material washers, dryers, or other machines installed by Lessee shall be the property of the Lessee and shall be removed and collected by Lessee at such times or intervals which Lessee in its sole discretion deems advisable.

5. **UTILITIES** Lessee may connect its laundry equipment to and through the electric, water, heat, gas, sewer lines and ventilation in the Building and use such utilities at no charge to Lessee. Lessor shall maintain all such utilities in good working order.

6. **EXCLUSIVE LAUNDRY EQUIPMENT** Lessor represents that there is no other laundry equipment presently in the Laundry Room, and that there is no other lease presently in effect or no other lease which will be in force or effect upon commencement of the lease in connection with the operation of any other metered or non-metered laundry equipment in the building for use by tenants. Lessor shall not during the term of this Lease or any renewal hereof, install, use or permit any other person, tenant, firm, or business to install or use any laundry equipment anywhere in the Building, except as may be provided herein.

7. **CONDITIONS OF PREMISES** Lessor warrants that at the time of installation there will be no building code violation(s) which adversely affects the ability of Lessee to install, operate or maintain its laundry equipment and that the premises have adequate utilities and lighting, including venting, ventilation and floor drainage. Lessor may provide janitorial and housekeeping services for the Laundry Room, including lint removal from dryers, traps, vents and vent pipes.

8. **SECURITY** Lessor shall provide adequate security for the Laundry Room and the Lessee's equipment therein. In the event Lessor fails to provide such security and Lessee's equipment is burglarized or vandalized, then Lessee may, at its option, either terminate this Lease or withhold rentals otherwise payable hereunder unless and until Lessee is reimbursed for its loss and damage resulting therefrom. If Lessee elects to terminate, Lessor shall refund to Lessee the pro rata portion of any advance rentals, construction allowances, leasehold improvements or other advances paid by Lessee.

9. **TITLE TO EQUIPMENT** Title to all laundry equipment and any fixtures, wiring, plumbing ducts and accessories supplied or installed by Lessee shall at all times remain in and be held by Lessee and Lessor shall have no right to subject Lessee's personal property to any lien or encumbrance. Upon the expiration or termination of this Lease by lapse of time or otherwise, Lessor shall not have the right to remove, move, disconnect, or tamper with the Lessee's laundry equipment, other personal property or fixtures located in the leased premises except where written permission by Lessee has been granted except to perform necessary janitorial or maintenance functions about the leased premises.

10. **WAIVER OF SUBROGATION** Lessor shall maintain fire and extended coverage insurance on the Building. Lessor shall make no claim for recovery against Lessee for damages or loss which may arise due to fire or any other peril covered by a policy maintained by Lessor, to the extent of the insurance proceeds received by the Lessor. If any portion of the Building is damaged by any insured casualty, then subject to the rights of any mortgage holder having a lien upon the Building, the Lessor shall repair the damage and restore the Laundry Room to good condition as rapidly as possible.

11. **FIRST REFUSAL** At the expiration or termination of this Lease, if the Lessor desires to lease the Laundry Room to another person or entity to engage in the business of operating coin operated laundry equipment, the Lessee shall be granted the right to meet the terms of any bona fide offer for a proposed lease. The Lessee shall have 30 days from the receipt of a copy of the proposed lease by certified or registered mail, return receipt requested, to exercise this right of first refusal.

12. **INSURANCE** Lessee agrees to procure public liability insurance coverage in limits of not less than \$500,000/\$1,000,000 insuring against risks of personal injuries or property damage out of use or operation of Lessee's laundry equipment, but Lessee shall not be responsible for any loss or damage caused by a breach of Lease hereunder. Lessor does not assume responsibility for any loss, damage or destruction to laundry equipment by fire, theft or other casualty beyond Lessor's reasonable control or prevention.

13. **BREACH OF LEASE** In the event of a breach of this Lease the parties recognize that damages would be difficult to compute and therefore agree that: (A) in the event of a breach of the Lease by Lessee, including, but not limited to the unauthorized disconnection of Lessee's laundry equipment, or the installation of laundry equipment by Lessee or any other person, firm or business, at the option of Lessee, either (i) Lessor shall pay to Lessee as liquidated damages and not a penalty an aggregate sum equal to \$50 (fifty cents) per day for each apartment in the Building multiplied by the number of days remaining for the balance of the unexpired initial term and renewal thereof (such number of days determined from the day on which the breach occurred) plus reasonable attorneys fees incurred by Lessee in enforcing this agreement, in which event Lessee shall have the right to remove its laundry equipment and other property any time after such breach and shall have no further obligation to install, maintain or operate such equipment in the subject building or any other building; or (ii) Lessor consents to the entry of a temporary restraining injunction to restrain any violation of this agreement by Lessee and all persons acting for him or with him, together with reasonable attorneys fees incurred by Lessee in enforcing this agreement; and such other legal remedy Lessee may choose; (B) in the event of a breach of the Lease by Lessor, at the option of Lessor, either (i) Lessee shall pay to Lessor as liquidated damages and not a penalty an amount equal to ten percent (10%) of the net rental otherwise secured by Lessee during the period of the breach; or (ii) the right to compel specific performance.

14. **TERMINATION** This Lease shall be automatically renewed for a period equivalent to the initial term herein set forth, unless Lessee shall give Lessor written notice of its intention not to renew at least 100 days, but not more than 120 days prior to the end of the original term of the Lease. At the expiration of the additional period in accordance with the provisions hereof, the Lessee shall then continue for successive terms, unless terminated by notice within a successive term by either Lessee or Lessor. All notice hereunder shall be in writing by United States Registered or Certified Mail, sent within One Hundred (100) days before more than One Hundred Sixty (160) days prior to the end of any subsequent term herein. There shall be of the essence for the termination notice.

15. **SUBSTANTIAL REPLACEMENT** In the event Lessor requests in writing the replacement of fifty percent (50%) or more of Lessee's laundry equipment during the term of this Lease, the Lessee may, upon receipt of said written notice and replacement of the laundry equipment, extend the original term of this Lease for a period of one (1) year. All additional renewal terms shall then be obligated to incorporate the extended original term.

16. **AUTHORITY TO EXECUTE** Each party hereto warrants that it has the authority to execute this Agreement and perform its obligations herein. Lessor represents and warrants that it is the owner, beneficiary, lessee with authority to sublet according to its terms hereof, buyer in possession with authority to contract or duly authorized managing agent of the Building and that it has good right and lawful authority to execute this Lease. Lessee represents and warrants that it is the owner, beneficiary, agent or authorized operator of a laundry equipment/room business.

17. **SUCCESSORS** It is the intent of the parties that this Agreement is a lease of real property in the above described premises. This agreement is assignable and shall be binding and shall inure to the benefit of the Lessor and the Lessee and their respective successors and assigns, including any future owners, beneficiaries, grantees, parties in interest or Lessee of the building, it being the intention of the parties that the interest granted to Lessee herein, shall run with the land and Building. Lessee represents that upon transfer of the Building Lessor shall notify transferee of this Lease. Failure of Lessor to notify Lessor's successor in title or interest shall not serve to relieve any subsequent successor of Lessor of its obligations hereunder.

18. **ENTIRE AGREEMENT** This Lease Agreement represents the entire agreement between the parties and this Agreement may not be amended, altered or modified unless in writing duly executed by both parties. All of the material and information as above and hereinafter stated, as may be typed, written or printed at or before execution are part and parcel of this Agreement. Both parties reserve the right to insert correct legal description. This Lease may be recorded by either party, the costs of which shall be assessed to recording party. The provisions of this Lease shall be severable, and the invalidity or unenforceability of any provision herein, shall not affect the remaining provision.

19. **GOVERNING LAW** This Agreement shall be governed by the laws of the State of where the demised premises are located or as otherwise may be specifically provided for herein.

Lessee Macke Laundry Service Midwest-L.p.

Lessor Beahton Court Apartments

By: [Signature]  
Title: [Signature]

Corporation  Partnership  Individual  Trust  Association  
 By: [Signature]  
 Title: [Signature]

1673

95171998

2750/OUT

95171948

State of \_\_\_\_\_ County of \_\_\_\_\_

Before Me \_\_\_\_\_ personally appeared as the authorized signatory of the Lessor, who being over 21 years and under oath, acknowledge before me that he/she executed the foregoing Lease for the uses and purposes therein expressed and that the contents hereof are true and correct.

Notary Public or Commissioner

My Commission Expires: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Before Me \_\_\_\_\_ personally appeared as the authorized signatory of the Lessee, who being over 21 years and under oath, acknowledge before me that he/she executed the foregoing Lease for the uses and purposes therein expressed and that the contents hereof are true and correct.

Notary Public or Commissioner

My Commission Expires: \_\_\_\_\_

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STANDARD LAUNDRY ROOM LEASE AGREEMENT

(Lessor)

SSN/FED. I.D.# \_\_\_\_\_

TO

(Lessee)

Legal Description: \_\_\_\_\_

Leasehold Diagram/Photograph \_\_\_\_\_

ASSIGNMENT BY LESSOR

For valuable consideration, the undersigned, the Lessor described in the within instrument, hereby transfers, assigns and sets-over to

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

and to his or its heirs, legal representative, successors and assigns, his entire interest in and to the within lease, and the rent coming due thereunder after \_\_\_\_\_ 19 \_\_\_\_\_

Lessee shall be authorized to continue making rental payments under this lease to the original Lessor until Lessee receives a copy of this Agreement and the address for future rental payments to the assignee.

DATED: \_\_\_\_\_ 19 \_\_\_\_\_

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

ASSIGNMENT BY LESSEE

For valuable consideration, the undersigned, the Lessee described in the within instrument, hereby transfers, assigns and sets-over to:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

and to his or its heirs, legal representative, successors and assigns, his entire interest in and to the within lease, effective as of \_\_\_\_\_ 19 \_\_\_\_\_

DATED: \_\_\_\_\_ 19 \_\_\_\_\_

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

DEPT-01 RECORDING #27.50  
142222 TRAN 6409 03/14/95 16:09:00  
45238 4 KM \* 95-171948  
COOK COUNTY RECORDER

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AMENDMENT TO LEASE DATED OCTOBER 15, 1993 BY AND BETWEEN MACKE LAUNDRY SERVICE AND BEACHTON COURT APARTMENTS FOR THE BUILDING KNOWN AS 6748-50 N. ASHLAND, CHICAGO, IL 60636.


For the value received the receipt and sufficiency which has been acknowledged, it is agreed that:

- A) Macke has paid Lessor \$7,800.00 with check #3990.
- B) It is agreed that Lessor will pay Macke \$249.28 for each remaining month up to a total of 40 months from October 19, 1993 if the building is sold prior to February 19, 1997.

Lessee:

  
\_\_\_\_\_  
Macke Laundry Service -  
Midwest, l.p.  
10/14/93  
Date

Lessor:

  
\_\_\_\_\_  
Mr. Stuart Kaiserman  
Beachton Court Apartments  
11/8/93  
Date

1673

Office of Cook County Clerk's Office

95171948

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GLENN SEIDEN & ASSOCIATES  
ATTORNEYS AT LAW  
200 N. LaSALLE ST., SUITE 1800  
CHICAGO, ILLINOIS 60601-1014

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EDWARD J. ROSEWELL      COOK COUNTY TREASURER  
03/14/86      Receipt: 951515      Employee: GARY      Page: 1

P T N : 11-31-408-008-0000      Volume: 000507

Address : NONE

Name : ASSO RCT AH WINDMILLER

Mailing : NONE

Legal Description :  
Sub-Division Name : ASSESSORS DIVISION NW 1/4

Legal : ASSESSORS DIV OF THE S W 1/4 OF SEC 31-41-14      REC DATE: 08/02/19  
09      DOC NO: 04414980

ST-TN-RG	BLOCK	PT	LOT
31-41-14		P	0000001

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