

STORE LEASE

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DATE OF LEASE	TERM OF LEASE		MONTHLY RENT
	BEGINNING	ENDING	
NOV. 1 1994	NOV. 1, 1994	OCT. 31, 1999	\$800.00

Location of Premises:

LESSEE WILL HAVE THE OPTION TO BUY AT FAIR MARKET VALUE.
1415 N. MILWAUKEE AVE, CHICAGO, ILL. 60622

Purpose:

RESTAURANT AND SERVING LIQUOR WITH FOOD ONLY.

LESSEE SHALL PAY HER OWN, UTILITIES, GAS, ELECTRIC, PHONE, SCAVENGER SERVICE, AND INSURANCE FOR BUSINESS AND DRAM-SHOP INSURANCE.

9520602

LESSEE

NAME • SUSAN VILLANUEVA
ADDRESS • 1415 N. MILWAUKEE AVE
CITY • CHICAGO ILL. 60622

LESSOR

NAME • CARMEN VILLANUEVA
ADDRESS • 1415 N. MILWAUKEE AVE
CITY • CHICAGO, ILL. 60622

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 in 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 for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.

LESSEE 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 items 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.

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 hold 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.

NON-LIABILITY OF LESSOR

8. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the

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15. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and other persons, incurred in enforcing the obligations of Lessee under this lease or in a litigation or arbitration in which Lessor or its assigns are a party, become involved in or are a party to, or in connection with the enforcement of this lease.

14. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois state), be relet by Lessor, for the account and benefit of Lessee, for such term and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any rent offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or tenant to mitigate the damages of Lessee or otherwise. Lessee hereby waives the use of any care or diligence by Lessor in the reletting thereof, and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collecting, including commissions to agents, and including also expenses of redecorating, Lessee agrees to pay and satisfy all deficiencies; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessor from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant of the obligations of Lessee arising hereunder.

13. If Lessee shall vacate or abandon the Premises, or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained, Lessee's right to the possession of the Premises thereupon shall terminate with or to the extent permitted by law) without any notice or demand whatsoever, and the mere reletting of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor, so elects, but not otherwise, and with or without notice, of such election or any notice or demand for possession, shall constitute a trespass or forfeiture of the Premises, and shall cause a forfeiture of rents due by virtue thereof, not a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor, hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand of any other right hereby given Lessee, or as an election not to proceed under the provisions of this lease.

12. At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, less ordinary wear and tear, and will return the keys thereof to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option, within thirty days after termination of the term, serve written notice upon Lessee that such holding over continues either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental stipulated on an annual basis, specified in section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except as modified by the provisions of section 1, or (c) creation of a tenancy at sufferance, at a rental of \$100.00 per day. If no such written notice is served then a tenancy at sufferance with rental as stated in (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from termination of possession by Lessee. The provisions of this section shall not constitute a waiver by Lessor of any right of re-entry or forfeiture, and Lessee hereby agrees to waive the right to terminate this lease for a breach of any of the covenants herein.

11. In case the Premises shall be rendered untenantable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and determine.

10. Where building is equipped for the purpose, Lessor shall furnish to Lessee a reasonable amount of heat, from October 1st to May 1st, whenever in Lessor's judgment necessary for comfortable use of the Premises, during customary business hours (excluding Sundays and holidays), but not earlier than 8 a.m. and later than 6 p.m. unless specifically stated herein. Lessor does not warrant that heating service will be given from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor, or by removal or repair of the heating apparatus in the building, any such interruption shall not be deemed a breach of Lessor's use and possession of Premises, nor render Lessor liable to Lessee in damages. Lessor claims against Lessee for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.

9. Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by damage or injury being hereby expressly waived by Lessee.

RESTRICTED TIONS (SIGNS, AT FTER-AFFIXIONS, EXTERIORS), HEAT, FIRE AND CASUALTY, TERMINATION, HOLDING OVER, LESSORS REMEDIES, RIGHT TO RELET, COSTS AND FEES

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CONFESSION OF JUDGMENT

16. Lessee hereby irrevocably consents and appoints attorney of any court of record in this State, to be its 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 relet 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 address, 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 Lessor 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.

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

Handwritten signatures of Lessor and Lessee with (SEAL) markings.

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...

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.

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DEF-01 RECORDING 927.50
145555 TRAN 9375 05/04/95 16:07:00
44038 J J * 95-296602
COOK COUNTY RECORDER

9529306

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The attached Lease concerns premises legally described as:

Lot 30 in Block 4 of Pickett's Second Addition to Chicago, being Lot 4 of Assessor's Division of the North Half of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Property Address: 1415 North Milwaukee Avenue
Chicago, Illinois

Cook County P.I.N. 17-06-209-032-0000

Please Return Document to:

Craig Cooper
Suite 300
29 South LaSalle Street
Chicago, Illinois 60603



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