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SHORT FORM LEASE

DEPT-01 RECORDING 431.50
T07777 TRAN 1111 05/08/95 08:41:00
#3966 + SK #--95--201438
COOK COUNTY RECORDER

By this short form lease, the undersigned Chicago Title and Trust Company (successor to the Harris Trust and Savings Bank as trustee of its trust No. 41,454, and herein the "Landlord"), not individually but solely as trustee of its trust No. 41,454, herewith leases and demises the below-described Premises to Grillo's, Inc. (d/b/a Autumn House Restaurant, and herein the "Tenant") on the terms of a certain Lease dated April 11, 1995.

1. The demised Premises consist of land and improvements the legal description of which is:

Lot 1 in Hollander's Resubdivision (pursuant to a plat of subdivision recorded as document 95301438 No. 24,123,552), in section 35, township 41 north range 11, east of the Third Principal Meridian, in Cook County, Illinois.

2. The provisions of the Lease include the following:

a. The Term of the Lease is a period that, if the Lease becomes effective according to its terms, commences July 1, 1995 and ends (unless sooner terminated as specified in the Lease) June 30, 2001. The Tenant may, on compliance with certain conditions specified in the Lease, extend the Term to end June 30, 2007.

b. With respect to mechanic's liens affecting the Premises:

1. The Tenant has no power or authority to create, place or permit a lien or encumbrance of any kind (including mechanic's liens) on, or in any manner to bind, the Premises or any part thereof. The Tenant will save the Agent and Landlord harmless from any such lien or threat thereof, and will pay any damages (including consequential damages) that the Agent or

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Short Form Lease - Autumn House

Landlord may incur as a result of the lien or assertion thereof. If such lien is threatened, the Tenant may contest the same, after making arrangements (such as a deposit of funds in escrow or with a court) satisfactory to the Agent to prevent any action relating to the lien from adversely affecting the Agent, Landlord or Premises.

ii. The Landlord and the Agent will not be liable for any labor, services or materials furnished or to be furnished to the Premises or the Tenant, or to anyone holding the Premises or any part thereof through or under the Tenant, and no mechanics' or other liens for any such labor or materials will attach to or affect the Landlord or the interest of the Landlord or the Agent in the Premises.

c. The Tenant may not (i) assign the Lease or any interest thereunder, (ii) permit any assignment of the Lease by operation of law or otherwise, (iii) sublet the Premises or any part thereof, or (iv) permit use of the Premises by any parties other than the Tenant, its agents, employees and business invitees.

95301438

d. The Tenant may not permit a third party, such as a lender, lessor or vendor (other than a third party that, prior to July 1, 1995, had perfected a lien against the property involved) to assert, claim or have a lien or ownership interest in any property that is used in the Tenant's operation in the Premises unless the third party has in advance committed to the Agent to notify the Agent of any default by the Tenant, and to provide to the Agent at least 30 days within which to correct the default.

e. The Agent may from time to time (i) allow the Tenant to use certain of the Agent's property that the Agent has placed in the Premises, and (ii) perform construction work in the Premises, but no entity (other than the Agent and Landlord) may have or claim any interest (under an after-acquired property clause or otherwise) in any such property or the results of any such construction work.

f. As of the effective date of the Lease, all of the Tenant's stock is owned by a person who is identified in the Lease. The Tenant will be in default under the Lease if a change occurs in such ownership of the Tenant's stock, other than a change by bequest by will or intestate succession to any or all of that person's spouse and descendants.

3. The "Agent" is the agent for the beneficiaries of the trust of which the Landlord is the trustee. The Agent is cur-

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Short Form Lease - Autumn House

rently Richard A. Hollander, of 1233 Long Valley Road, Glenview, Illinois.

IN WITNESS WHEREOF, the parties hereto have signed this Short Form Lease, dated for identification April 11, 1995

Landlord's Signature:

Signature: Chicago Title and Trust Company, not individually but solely as trustee of its trust No. 41,454

By See Attached Addendum ^{with} CP
(Signature)

(Printed name and title)

Attestation: The Landlord's signature is attested: 95301438

By _____
(Signature)

(Printed name and title)

Tenant's Signature:

Signature: Grillo's Inc., d/b/a Autumn House Restaurant

By [Signature]
(Signature)

KOSTAS KONSTANTOPOULOS PRESIDENT
(Printed name and title)

Attestation: The Tenant's signature is attested:

By [Signature]
(Signature)

KOSTAS KONSTANTOPOULOS SECRETARY
(Printed name and title)

(Acknowledgments on following page)

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COOK COUNTY CLERK'S OFFICE
111 N. LAUREL ST. CHICAGO, IL 60602
TEL: 312.603.4000 FAX: 312.603.4001
WWW.COOKCOUNTYCLERK.COM

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EXECUTION AND EXCULPATORY CLAUSE FOR CHICAGO TITLE AND TRUST COMPANY,
AS TRUSTEE UNDER TRUST # 41,454 ATTACHED TO THAT Short Form Lease
DATED April 11, 1995.

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

95340143B

DATE April 27, 1995

CHICAGO TITLE AND TRUST COMPANY,
as Trustee aforesaid and
not personally.



By: Carolyn Rampenella
CAROLYN RAMPENELLA, Assistant Vice President

Attest: Karen Michel
KAREN MICHEL, Assistant Secretary

STATE OF ILLINOIS)

COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant

Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

"OFFICIAL SEAL"
Tereba Marquez
Notary Public, State of Illinois
My Commission Expires 4/8/98

Given under my hand and Notarial Seal this 27th day
of April 1995.

Notarial Seal
CHICAGO TITLE AND TRUST COMPANY

Tereba Marquez

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Short Form Lease - Autumn House

The permanent tax identification number of the Premises is
08-35-302-015-0000

The Premises are commonly known as 1951 Busse Road, Elk Grove
Village, Illinois.

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This document was prepared by:

William A. Black
124-C South County Farm Road
Wheaton, Illinois 60187

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