: 5

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	GARAGE or SPACE No.
6/15/94	BEGINNING	ENDING	(nn°0	
	6/31/94	6/31/94	0 800	

ADDRESS

In consideration of the mutual covenants and agreements from Larger for a national agreement of the mutual covenants and agreements are a national agreements.

LESSOR Susan Levin - Klopfe (
NAME AND CITY Story Island Business agent for Susan Levin - Klopfe (
ADDRESS ADDRESS ACCUSATE TO STORY STORY

leases from Lessor for a private garage the garage or space designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

RENT

CONDITION OF PREMISES

USE: SUBLET: ASSIGNMENT

ACCESS

RIGHT TO RELET

HOLDING OVER: EMOVAL PROPERTY

FORCIBLE

RENT AFTER NOTICE OR SUIT

- 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 designar: in writing.
- Lessee has examined and knows the condition of Premises and has received the same in good order and repair a tept as herein otherwise specified, and no representations as to the condition or repair thereof have been under by Lessor or his agent prior to or at the execution of this lease, that are not herein expressed or endorsed here in Lessee shall keep the Premises and appurtenances in a clean, sightly, orderly and healthy condition and in good repair, and shall perform all acts required to maintain Premises in accordance with applicable statutes, ordinances and other governmental requirements. Upon the termination of this lease in any way, Lessee will field up Premises to Lessor in as good condition as when the same were entered upon by Lessee, loss by fire and ordinary wear and tear only excepted.
- Lessee will not allow Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than as a private garage, nor to be used or occupied in whole or in part by any other persons, and will not ablet the same, nor any part thereof, nor assign this lease, without in each case the written consent of the Lessor first had, and will not permit any transfer, by operation of law, of the interest in Premises acquired through this lease, and will not permit Premises to be used for any unlawful purpose, or purpose that will injure the reputation of the same or of the building of which they are part or disturb the tenants of such building or the neighborhood.
- 4. Lessee will allow Lessor free access to the Premises at all reasonable hours for the purpose of examining or exhibiting the same, or to make any repairs or afterations on the Premises which Lessor may deem fit to make; also Lessee will allow Lessor to have placed upon the Premises, at all times, notice of "For Sale" and 'To Rent", and will not interfere with the same
- 5. If Lessee shall abandon or vacate the Premies, the same may be re-let by Lessor for such rent and upon such terms as Lessor may see fit; and if a sufficient sum shall not thus be realized, after paying the expenses of such reletting and collecting, to satisfy the jent hereby reserved. Lessee agrees to satisfy and pay all deficiency
- 6. At the termination of this lease, by lapse of time or otherwise, Lessee shall yield up immediate possession to Lessor, and return the keys to the Premises to Lessor at the place stipulated herein for the payment of rent, and failing to do so, shall pay as liquidated damages (a) the whole time such possession is withheld a sum equal to twice the amount of the rent herein reserved, protated and averaged per day of such withholding. But the provisions of this clause and the acceptance of any such fiquidated damages by Lessor shall not constitute a waiver by Lessor of his right of re-entering as hereinal er set forth, nor shall any other act in apparent affirmance of the tenancy, operate as a waiver of the right to terminate this lease or operate as an extension thereof. At the termination of this lease, by lapse of time or otherwise if the Lessee shall not remove all his effects from the Premises, the Lessor may, at his option, remove the same, or any of the same, in any all his effects from the Premises, the Lessor may, at his option, remove the same, or any of the same, in any manner that the Lessor may choose, and store the same without liability to be Lessor for damage thereto or loss thereof, and the Lessee will pay to the Lessor, upon request, any and mit apenses incurred in such removal and also storage charges on said effects for any length of time during which the same shall be in storage on Lessor's orders, or Lessor may, at Lessor's option, without notice to Less e, sell the said effects, or any of them, for such price and upon such terms as the Lessor may desire, and apply the proceeds of such sale, when received by the Lessor, upon any amounts due under this lease from the Lessor to the Lessor including the expense of such removal and sale.
- 7. If default be made in the payment above reserved or any part thereof, or in any of the covenants or agreements herein contained, to be kept by Lessee, it shall be lawful for, and Lessee requests Lessor or his legal representatives, at his or their election, to declare said term ended, to re-enter the Premises or any part thereof and to expel, remove or put out the Lessee or any other person or persons occupying the same, using such force as he may deem necessary in so doing, and again to repossess and enjoy the Premises as in his tirst estate; and in order to enforce a forfeiture of this lease for default in any of its conditions it shall not be necessary to make demand or to serve notice on Lessee and Lessee hereby expressly waives all right to any demand or notice from Lessor of his election to declare this lease at an end or declaring it so to be; but the fact of the non-performance of any of the covenants of this lease shall in itself, at the election of Lessor, without notice or demand constitute a forfeiture of said lease, and at any and all times, after such default, the Lessee shall be deemed guilty of a forcible detainer of the Premises.
- 8. Lessee hereby irrevocably constitutes any attorney of any court of record of this state attorney for Lessee in Lessee's name, and upon complaint made by Lessor, his agent or assigns, and filed in any such court, to enter Lessee's appearance in any such court, waive process and service thereof, and trial by jury, and confess judgment against Lessee in favor of Lessor or Lessor's assigns for any rent which may be due to Lessor or his assignees, by the terms of this lease, with costs and reasonable attorney's fees, and to waive all errors and right of appeal from said judgment and to file a consent in writing that a writ of execution may be issued immediately.
- 9. It is further agreed, by the parties hereto, that after the service of notice, or the commencement of a suit or after final judgment for possession of the Premises. Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

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PAYMENT OF COSTS

FIRE AND CASUALTY

EMINENT DOMAIN

LIMITATION OF LIABILITY

PLURALS; SUCCESSORS

> SEVER-ABILITY

10. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.

11. In case the Premises shall be rendered untenantable during the term of this lease by fire or other casualty, Lessor at his option may terminate the lease or repair the Premises within 60 days thereafter. If Lessor elects to repair, this lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have repaired the Premises within said time, then at the end of such time the term hereby created shall terminate. If this lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or other casualty.

12. If the whole or any substantial part of the real property or building on or in which the leased Premises are located is taken or condemned by any competent authority for any public use or purpose, the term of this lease shall end upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and without apportionment of the award. Current rent shall be apportioned as of the date of such termination.

13. Lessor shall not be liable for damages to Lessee or to any persons claiming through Lessee (nor shall rent be abated) for damage to or loss of property or for any injury, occurring in or about the Premises, from any cause whatever, all claims for such damage or injury being hereby expressly waived by Lessee.

14. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease; and all the elevenants and agreements herein contained shall be binding upon, and inure to, their respective successors, bans, executors, administrators and assigns and be exercised by his or their attorney or agent.

If any clause, phrase, provision or portion of this lease or the application thereof to any person or circu astance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or renuer it valid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, to chall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

\$35,00

DOLL-TO LENVELL

соок солиту кесокоек

S65187-96 Mr. \$ 8260\$ 14999 LKWH 3428 06/21/96 12:11:00

DEBT-01 RECORDING

0S1SZ\$

3004 COUR WITNESS the hands and seals of the parties nereto, as of the Date of Leave stated above.

ASSIGNMENT BY LESSOR

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

GUARANTEE

_____, 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's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above lease.

NOTE: Use Form Number 12-1P for assignment by LESSEE.

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Legal Description attached to Garage Lease Dated June 15, 1994

Lot 20 (except the North 5 feet 1 inch thereof) and Lot 21 in Block 1 in Parkside, being a subdivision of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

Permanent Index Number: 20-23-424-037

A. On: 70

Cook County Of Cook's Office Location: 7050 South Stony Island, Chicago, Illinois

MAIL TO:

Rodney C. Slutzky 33 North Dearborn Street Suite 1617 Chicago, Illinois 60602 (312) 372-1104



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