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LEASE FOR THE RESTAURANT AND BAR PREMISES LOCATED AT 1154 SOUTH MICHIGAN AVENUE, CHICAGO, ILLINOIS

Original

Lease made this 8th day of June, 1995, by and between Lee Motel Corporation ("Landlord"), an Illinois Corporation as Landlord and MAPD Corporation, an Illinois Corporation ("Tenant"), with its principal office and place of business at 1154 South Michigan Avenue, Chicago, Illinois 60605 as Tenant.

97313830

In consideration of the mutual covenants contained herein, the parties agree as follows:

TERM OF LEASE

1. Beginning June 1, 1995 and ending May 31, 2000, with one five (5) year option to renew.

DEPT-01 RECORDING \$53.50
 T#0004 TRAN 8621 05/05/97 13:34:00
 9829 + SA *-97-513830
 COOK COUNTY RECORDER

LOCATION OF RESTAURANT PREMISES

2. 1154 South Michigan Avenue, Chicago, Illinois 60605, Restaurant and Bar Area adjacent to the Avenue Motel, also located at 1154 South Michigan Avenue, to include exclusive use of basement ("Premises").

57313830



PETER DUDA & ALDIS DUDA

~~1154 S. MICHIGAN~~

~~CHICAGO IL 60605~~

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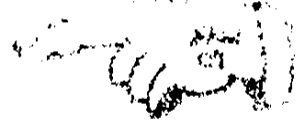
500 N. FOREST ST AVE

OAK PARK, ILL 60302

53⁵⁰ bar

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TERM OF LEASE AND MONTHLY RENT

3. The initial term of the Lease shall be for five (5) years with monthly rental as follows:

| | |
|--------------------------------------|-----------|
| June 1995 through May 1997 | \$2800.00 |
| June 1997 through May 1998 | \$3000.00 |
| June 1998 through May 1999 | \$3200.00 |
| June 1999 through May 2000 | \$3400.00 |

4. The Tenant shall have a five (5) year option of renewal upon ninety (90) days prior written notice to Landlord with monthly rental as follows:

| | |
|--------------------------------------|--------|
| June 2000 through May 2001 | \$3600 |
| June 2001 through May 2002 | \$3800 |
| June 2002 through May 2003 | \$4000 |
| June 2003 through May 2004 | \$4200 |
| June 2004 through May 2005 | \$4400 |

5. Tenant shall pay Landlord or Landlord's agent as rent for the Premises the sum stated above, monthly, until termination of this Lease, at Landlord's address stated above or such other address as Landlord may designate in writing.

RENT INCREASES

6. Should there be the opening of legal and licensed gambling casinos in the City of Chicago, Illinois, in the area bounded by Michigan Avenue on the east, 16th Street to the South, 8th Street to the north, and Canal Street to the west, monthly rent will increase by five hundred (500) dollars per month. This rent increase shall not take effect until the month after the start of operations of two or more gambling casinos in the area described above.

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7. Should the Avenue Motel, located at 1154 South Michigan Avenue, Chicago, Illinois, attain an affiliation with a national hotel or motel chain as a franchisee of a national motel chain and refurbishes and remodels the Avenue Motel, monthly rent shall increase by five hundred (500) dollars per month. This rent increase shall not take effect until the first day of the month after the Avenue Motel has finished refurbishing and renovating the Avenue Motel in accordance with the dictates of the franchise agreement, passes the franchise inspection, and the franchise sign is hanging at the Avenue Motel.

ADVANCED PAYMENT OF RENT

8. The Tenant has paid to Landlord as security deposit the sum of \$6000.00 and Landlord acknowledges receipt of this sum. Tenant may apply this security deposit toward the last two months of this Lease.

WATER, GAS AND ELECTRIC

9. Tenant will pay, in addition to the rent specified in this Lease, the charges for electricity and gas consumed by Tenant upon the leased Premises. Landlord will provide Tenant with cold water and Tenant will pay for the heating of the cold water. Separate meters will be provided by Landlord to insure that Tenant will be charged for, and be responsible to pay the gas and electric for the leased Premises only.

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SUBLEASING: ASSIGNMENT

10. The Tenant shall not assign this Lease, nor sublet the Premises, without the prior written consent of the Landlord, or the waiver of Landlord's consent. Landlord shall not unreasonably withhold consent to an assignment of this Lease or of a sublet of the Premises. Failure of the Landlord to respond to Tenant's request for consent within thirty (30) business days following receipt of a written request, including a description of the assignment or sublease transaction, with a written specification of the precise reasons for Landlord's refusal to consent, shall constitute a waiver of Landlord's right to deny consent of a sublease or assignment. The sale of stock by Tenant or by any shareholder of it shall not constitute an assignment under the Terms of this Lease.

TENANT'S REPAIRS AND MAINTENANCE

11. Except as provided under the terms and conditions of this Lease, Tenant shall maintain and keep the interior of the Premises in good repair, free of refuse and rubbish and shall return the same at the expiration or termination of this Lease in as good condition as received by Tenant, ordinary wear and tear, damage or destruction by fire, flood storm, civil commotion or other unavoidable cause excepted. If Tenant has made alterations, additions and or installations, however, as provided for in this Lease, Tenant shall not be required to restore the Premises to the condition in which they were prior to such

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alterations, additions and/or installations except as hereinafter provided.

TENANT'S ALTERATIONS, ADDITIONS, INSTALLATIONS, AND REMOVAL OF ALTERATIONS, ADDITIONS, INSTALLATIONS

12. Tenant may, at its own expense, either at the commencement of or during the term of this Lease, make such alterations in and/or additions to the leased Premises including but not limited to alterations in the water, gas and the electric wiring system, as may be necessary to fit the same for the business of the Tenant's business. Except for repairs and emergency situations, Tenant will first obtain the written approval of Landlord before making any alterations. Landlord covenants that Landlord shall not unreasonably withhold approval of alterations and/or additions that the Tenant proposes. Tenant may also, at its own expense, decorate the Premises and install such counters, racks, shelving, fixtures, fittings, machinery and equipment upon or within the leased Premises as Tenant may require in the operation of its business. At any time prior to the expiration or earlier termination of the Lease, Tenant may remove any or all such alterations, additions or installations in such a manner as will not substantially injure the leased Premises. In the event Tenant shall elect to make any such removal, Tenant shall restore the Premises, or the portion or portions affected by such removal, to the same condition as existed prior to the making of such alteration, addition or installation, ordinary wear and

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tear, damage or destruction by fire, flood, storm, civil commotion or other unavoidable cause excepted. If Tenant causes a mechanic's lien to be placed on the leased Premises, Tenant will promptly pay same, or cause such lien to be bonded over, unless such lien has not been caused by Tenant.

13. All alterations, additions or installations not so removed by Tenant shall become the property of Landlord without liability on Landlord's part to pay for the same.

LANDLORD'S MAINTENANCE AND REPAIR OF PREMISES

14. Landlord shall, without expense to Tenant, maintain and make all necessary repairs to the foundations, load bearing walls, roof and roofing, heating system, ventilation system, water mains, gas and sewer lines, and sidewalks, on or next to the leased Premises. Tenant shall give Landlord notice of such repairs as may be required under the terms of this section, and Landlord shall proceed forthwith and use his best efforts to effect the same with reasonable diligence, but in no event later than thirty (30) days after having received notice, except in the case of a failure of the heating system, in which case Landlord shall proceed no later than fourteen (14) days after receiving notice. In event of an emergency, Tenant shall be empowered to undertake immediate repairs of such nature as would normally be Landlord's responsibility, and notify Landlord promptly after such repairs have been undertaken. If Landlord fails to repair or maintain the Premises within the thirty (30) day period

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imposed herein, or within the fourteen (14) day period for the heating system, or in the case of an emergency as above stated, Tenant may perform the repairs or maintenance and deduct the cost thereof from the rental or rentals next coming due. Landlord and Tenant agree to fairly decide an equitable apportionment of the costs of the replacement of the air conditioning system and the costs of providing air conditioning in the future.

INSURANCE

15. During the term of this Lease, Tenant shall at its own expense maintain

(i) Property insurance on the contents of the leased Premises in the amount of ~~forty~~^{100,000.00} thousand dollars (\$100,000); and

(ii) General Liability insurance with limits of liability not less than Five Hundred Thousand Dollars (\$500,000) per occurrence and Five Hundred Thousand Dollars (\$500,000) in the aggregate for all occurrences within each policy year for bodily injury and limits of liability not less than One Hundred Thousand Dollars (\$100,000) per occurrence and One Hundred Thousand Dollars (\$100,000) in the aggregate for all occurrences within each policy year for property damage liability.

DAMAGE BY FIRE, ETC.

16. In the event the Premises shall be damaged by fire, flood, storm, civil commotion, or other unavoidable cause, to an extent not repairable within one hundred twenty (120) days from the date

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of such damage, delays occasioned by causes beyond the control of Landlord excepted, this Lease may, at the option of Tenant, be terminated. During the period of repair, Tenant's rent shall abate in whole or in part depending upon the extent to which such damage and/or repair shall deprive Tenant of the use of said Premises for the normal purposes of Tenant's business. In the event that Landlord shall fail to promptly commence repair of such damage, or, having commenced the same shall fail to prosecute such repair to completion with due diligence, Tenant may at Tenant's option upon five (5) days written notice to Landlord, make or complete such repair and deduct the cost of the repair from the next ensuing installment or installments of rent payable under this Lease.

17. In the even the said Premises shall be damaged by fire, flood, storm, civil commotion, or other unavoidable cause, to an extent not repairable within one hundred twenty (120) days from the date of such damage, this Lease shall terminate as of the date of such damage.

SIGNS

18. Tenant shall have the right to erect, affix or display on the roof, exterior or interior walls, doors and windows of the building on the leased Premises, such sign or sign advertising its business as Tenant may consider necessary or desirable, subject to all applicable municipal ordinances and regulations with respect thereto.

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TERMINATION BY REASON OF DEFAULT

19. In the event that either of the parties shall fail to perform any covenant required to be performed by either Landlord or Tenant under the terms and provisions of this Lease, including covenant to pay rent, and such failure shall continue unremedied or uncorrected for a period of fifteen (15) days after the service of written notice upon such party by the other party hereto, specifying such failure, this Lease may be terminated, at the option of the party serving such notice, at the expiration of such period of fifteen (15) days. However, such termination shall not relieve the party failing to perform any covenant required under the terms and conditions of the Lease from liability to the other party for such damages as may be suffered by reason of such failure.

CONDEMNATION

20. In the event that the leased Premises shall be taken for public use by the city, state, federal government, public authority or other corporation having the power of eminent domain, then this Lease shall terminate as of the date on which possession therefor shall be taken for such public use, or at the option of Tenant, as of the date on which the Premises shall become unsuitable for Tenant's regular business by reason of such taking, provided however, that if only a part of the leased Premises shall be taken, such termination shall be at the option of Tenant only. If such a taking of only a part of the leased

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Premises occurs, and Tenant elects not to terminate the Lease, there shall be a proportionate reduction of the rent to be paid under this Lease from and after the date such possession is taken for public use. Tenant shall have the right to participate directly or indirectly, in any award for such public taking to the extent that it may have suffered compensable damage as a Tenant on account of such public taking. Any negotiation regarding a public taking shall be done in conjunction with the Landlord.

SUBORDINATION

21. Tenant's possession shall not be disturbed by a mortgage foreclosure if Tenant is not in default under the terms and conditions of this Lease and Landlord shall procure a non-disturbance clause from current and future mortgagees. Landlord shall also permit a Memorandum of this Lease to be recorded in the appropriate governmental office.

LANDLORD'S RIGHT TO ENTER PREMISES

22. Tenant shall permit Landlord and Landlord's agents to enter at all reasonable times to view the state and condition of the premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purposes. Tenant shall also permit Landlord or Landlord's agents, on or after ninety (90) days before the expiration of the term of this Lease, to show the Premises to prospective tenants at reasonable times, and to place notices on

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the front of the Premises or on any part thereof, offering the Premises for lease or for sale.

MUTUAL WAIVER OF SUBROGATION RIGHTS

23. Whenever any loss, costs, damage, or expense resulting from fire, explosion, or any other casualty or occurrence is incurred by either of the parties to this Lease or any claiming by, through or under it in connection with the leased Premises and that party is then either covered in whole or in part by insurance with respect to the loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability the other party may have on account of the loss, cost damage, or expense to the extent of any amount recovered by reason of this insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account of the casualty, provided that this release of liability and waiver of the right of subrogation shall not be operative in any case where the effect is to invalidate the insurance coverage or increase its costs (provided that in the case of increased costs the other party shall have the right, within thirty (30) days following written notice, to pay the increased cost, keeping the release and waiver in full force and effect.)

HEAT

24. Landlord shall furnish to Tenant a reasonable amount of heat, from October 1 to May 1st, during the customary business hours of the Premises, including Sundays and holidays.

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VESTIBULE

25. Landlord promises to provide at Landlord's expense a vestibule at the Michigan Avenue entrance of the Premises during the time of any refurbishing or remodelling of the Avenue Motel. The vestibule shall be built, however, no later than 15 months after the beginning of this Lease.

PERSONALITY

26. All personal property used in the decoration of the Premises or purchased by Tenant for any purpose shall remain the property of Tenant.

GARBAGE REMOVAL

27. Landlord promises to continue to provide ordinary garbage collection and disposal service for the Premises at reasonable intervals.

TOTAL AGREEMENT: APPLICABLE TO SUCCESSORS

28. This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

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NOTICES FROM ONE PARTY TO THE OTHER

29. Any notice or demand from Landlord to Tenant or from Tenant to Landlord shall be mailed by registered or certified mail, return receipt requested, or sent by a nationally recognized overnight courier service, if to Tenant, at the address of the Premises, or such other address as Tenant shall have last designated by notice in writing to Landlord, and if to Landlord, to the place then established for the payment of rent, or such other address as Landlord shall have last designated by notice in writing to Tenant. Notices shall be effective on the fifth day after the date of their mailing if mailed and upon actual receipt if sent by overnight courier. Tenant may rely on any written notice, consent, or approval on behalf of Landlord, given by Agent, unless notified in writing by Landlord.

APPLICABLE LAW

30. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

SEVERABILITY

31. If any clause, phrase, provision or portion of this Lease or the application of this Lease to any person or circumstance shall be invalid, or unenforceable under applicable law, such event

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shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion of this Lease, nor shall it affect the application of any clause, phrase, provision or portion of this Lease to other persons or circumstances.

DATED THIS 8 TH DAY OF JUNE, 1995.

MAPD CORPORATION

LEE MOTEL CORPORATION

BY:



BY:



Peter K. Duda

Jerry Lee

President, MAPD Corporation

President, Lee Motel Corporation

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STEWART J. PROSWEDEL COOK COUNTY TREASURER
06/05/97 Receipt : 03057 Employee : JAY Page : 1

FIN : 17-15-000-027-0000 Volume : 000510
Address : 1151 S MICHIGAN/CHICAGO, IL 606052301

Name : LEE GERRI

Mailing : 1151 S MICHIGAN/CHICAGO, IL 606052301

Legal Description
Sub-Division Name FRACTIONAL SEC 15 ADD

Legal : FRAC'L SEC 15-33-11, SURVEYED AND SUB-DIVIDED BY THE BOARD OF C
ANAL COMME REC DATE. 06/13/1836 DOC NO: 00151609

| ST-TX-RG | BLOCK | PT | LOT |
|----------|-------|----|---------|
| 15-33 | 11 | | 0000011 |

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