MONTHLY RENT

Jan 1, 1998

Jan 1 ,1998

31, 2008 Dec

1/1/98-12/31/98-\$1000. 1/1/2001-12/31/03\$1200. 1/1/04-12/31/08-\$1400.

Location of Premises:

446-448 E. 79th Street

Chicago Il 60619

1999-09-08-15:55:04

Cook County Recorder

LESSEE LIBERTY HARDWARE& PAINT ENT, INC.

LESSOR

43.50

NAME

SHABBIR A MOTORWALA

NAME

KENNETH A WASHINGTON

ADDRESS

.5140 S. Hyde Park Blvd #12 B . Chicago II 60615

ADDRESS

". P.O BOX2 20- 1582 🚉

CÌTY

· Chicago

11 60620

AGREEMENTS AND COVENANTS BELOW AND ON THE REVERSE SIDE ARE FULLY INCLUDED AS PART OF THE LEASE

AGREEMENTS

- 1.) January 134 1998 to December 31,2000 Rent \$1000.00/ Month for 2 stores combined 4/0 & 448 East 79th Street
- 2.) January 1st 2001 to December 31,2003 Rent 1200.00/Month for both sides
- 3.) Januarky 1st 2004 to December 31, 2008 Rent 1400.00/Month for both sides
- 4.) Lessor Ken Washington or his agent & gives full permission to remodel and break the mid $ar{c}$ le wall with $ar{i}$ n first two(2) beams from front door. Lessee is responsible for all parts of renovating (Administrating labor

mechanical, structure, etc.
5.) From Jan 1st 2001 to Dec 31,2008 Lessee, Liberty Hardware, has the right to cancel the lease with (2) months prior notice, Lessor has no objections for both store.

6.) Lessee, Liberty Hardware, has the right to gracate 448 E 79th store from Jan 1st to Dec 31,2003 wall must be replaced by Lessee and then Rent will be \$650.00 for 446 E.79th from Jan 1st 2001 to Dec 31, 2003.

From Jan 1st 2004 to Dec 31st 2006 Rent will be for 446 E 79th \$750.00 per month.

Lessee has the right to sell business according to Lease Agreement from 1998 to Dec 31st 2008 credit mist be approved by Lessor.

7.) Rent due by 1st of each month, Rent pald after 5th requires \$10.00 late Clort's Office

Mail To Karacic + Waltook, Ltd. 161 W. Clark, Ste. 2500 Chicago, DL 60601

(SEAL)

Lease agreements In consideration of the mutual coverant and large ments herein stated Lessor te reby, exses to Lessee and Lessee hereby leases from Lessor solely for the appropriate the premises design ated above (the "Premises"), together with the appur-

Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly dvance, until termination of this lease, at Lessor's address stated above or such other address as Lessor designate in writing.

tenances thereto, for the above Term.

2. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power hills taxed, levited 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, Lesses 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 or default of himself or any person within his control any transfer by operation of taw scasee's interest created hereby, nor ofter for lease or sublesse, nor any portion crising on the same in any newspaper or place or manner whatsoever without, in each case, nor and the strain of the same in any newspaper or place or manner whatsoever without, in each case, the more than one, shall make an assignment for the benefit of creditors, or shall be adjugged 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.

A. 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 floors 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 relatation of the Premises or of the building of which they are a part. Condition on Possession

Condition on Possession.

5. Lessee has examined and now the condition of the Premises and has received the same in good order and repair, and acknowledges that no presentations 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 less that are not herein expressed.

Beparis and Maintenames

6. Lessee shall keep the Premises and appropriate the term of the condition, and in good repair, all according to the statute, and refunences in such cases made and provided, and the directions of public officers thereunto duly authorized, as his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether i.e.; rmination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition, and the execution hereof, loss by fire and reasonable; ear id tear excepted, Lessee shall make all necessary repairs and renewals upon Premises and replace broken a shall insure all jass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in sood repair and in a clean, sightly and healthy condition by Lessee, as a forescaid, Lessor may enter it — some himself or by his egent, servants or employes, without such entering causing or constituting a termination of his lease or an interference with the possession of the Premises by Lessor, in addition to the rent hereby reserved, the expenses of Lessor in unit replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect or the water, or of the water, gas or electric fixtures.

Received

Access to Premi

7. Lessee will allow Lessor or any person authorized by Lessor free acces. "the Premises for the proce of examining or exhibiting the same, or to make any repairs or alterations there if which Lessor may fit to make, and Lessee will allow Lessor to have placed upon the Premises at all mes notices of "Fore" and "For Rent", and Lessee will not interfere with the same.

Non-Lizhility of Leason

Ron-Liability of Leasor

8. Lessor shall not be liable to Lessee for any damage or injury to him or his property occ. ... d he failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or or assioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, w ter piper steam pipes, or from broken stairs, portches, railings or walks, or from the backing up of any sewer 1 per or down-spout, or from the bursting, leaking or running of any tank, uso, washstand, water closes or v issee pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they a ca part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, tray-door, stairs, walks or any other place upon or neal the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any sturre, plaster, of or any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjacent or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

Restrictions, (Signs, Alterations, Fixtures)

Restrictiona, (Bigns, Aherotiona, Fixtures)

9. Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained, and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations in the Premises by the crection of partitions or the papering of walls, or otherwise, without the consent is writing of Lessor; and in case Lessee shall affix additional locks or boits on doors or window, or shall place in the Premises lighting fatures or any fixtures of any kind, without the consent of Lessor fixed obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal and storage thereof. Lessor shall have the privilege of retaining the same if he desired. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the casenes of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and moveable furniture.

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. nor later than 6 p.m. unless specifically stated herein. Lessor does not warrant that heating service will be from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor, or by renewal or repair of the heating apparatus in the building. Any such interruption shall not be deemed an eviction or disturbance of Lessoe's use and possession of Premises, nor render Lessor liable to Lessoe in damages. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.

and Cassalts

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.

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, loss by fire and ordinary wear excepted, and will return be keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the will return be keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the term of the place of the payment of the term of the place of the place

368219866 ^{5 ot}

with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth, nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

Lessor's Remedies

13. If Lesses shall wacate or abandon the Premises or permit the same to remain vacant or unoecupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, pied 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. Lesses's right to the possession of the Premises; the prospective of the property of the premises; and if the Lessor so relects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, the elease shall thereupon terminate; and upon the termination of Lesses's right of possession, as dorestald, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately the receipt of any demand for rent, notice to quit or demand for possession of the Premises or the premises of the pre

Right to Relet

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, be relet by Lessor, for the account and benefit of Lessee, for such rent 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 tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or entant on mitigate the damages of Lessee or otherwise, Lessee hereby waiving 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 collection, including commissions to agreement of the stant by Lessor, in place of Lessee agrees to pay and satisfy all officience, and in the performance of a tenant by Lessor, in place of Lessee, shall not operate as demandered, nor to release lessee from the performance of any covenant, promise or agreement herein contained, aperformance so any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

Costs and Fees

15. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this lease.

Consession of Judgment

16. Lessee hereby irrevocably constitutes and appoints any attorney of any court of record in this State, to be his 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 prourt in this State at any time when any money is due hereunder not record to the property of the state of the property of the state of the property of the property

17. Lessor shall have a first lien upon the interest of Lessee under this lease, to secure the paymen all moneys due under this lease, which lien may be foreclosed in equity at any time when money is over under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be pointed in any such foreclosure proceeding, who shall take possession of said premises and who may re the same under the orders of the court appointing him.

aval of Other Liens

Hemoval of Other Liens

18. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessoe fails te remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the sull amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee she', pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, experience of counsel fees.

ed' & Pot Exclusive

Remed' a 'tot Exclusive

J. To: obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during a py (tension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and power or metallice to the released 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 adament to rossession 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 I see, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgmer, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor mr, ha e by virtue hereof.

Notices

Notices

20. Notices may be seroul or either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or existing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States cetter and a registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.

- 21. (a) Provisions typed on this lease e a si, 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 tich re so ble rules and regulations now or hereafter required, which may be necessary for the proptian orderly care of the building of which the Premises.
- (c) All covenants, promises, representations and agreements herein contained shall be binding apply and inure to the benefit of Lessor and Lesson, their respective heirs, legal representatives, soons and assigns.
- (d) The rights and remedies hereby created are very lative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
- be taken to exclude or waive the right to the use of another.

 (e) The words "Lessor" and "Lesses" wherever used in this lease shall be construed to mean Lessors or Lesses in all cases where there is more than one Lessor or Lessee, and to apply to individuals, and the covering 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.

On this	· '	ASSIGNMENT	BY LESSOR for value received, Lessor hereby transfers, assigns and sets over to
On this		, all right, title an	d interest in and to the above Lease and the rent thereby reserved,
xcept rent due and pa	ayable prior to		19
			(SEAL)
/	•		(SEAL)
	:		
On this		GUARA 19 in	NTEE 1 consideration of Ten Dollars (\$10.00) and other good and valuable edged, the undersigned Guarantor hereby guarantees the payment of cators, successors or assigns of all covenants and agreements of the