

# UNOFFICIAL COPY

COMMERCIAL LEASE



99929350

This lease is made between Grandstand AutoBath, L. P, herein called Lessor, and GAB Enterprises, Inc., herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of Calumet Park, County of Cook, State of Illinois, described as 11900 Marshfield, upon the following TERMS and CONDITIONS:

1. Term and Rent. Lessor demises the above premises for a term of 22 years, commencing ~~April 1, 1999~~ <sup>September 14<sup>th</sup></sup> 2021 or sooner as provided herein at the annual rental of (\$18,000) payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above. Rent shall be increased 5% at the end of five years and 5% every year thereafter.

2. Use. Lessee shall use and occupy the premises for Car wash. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

3. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall not be responsible for repairs.

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8059/0209 04 001 Page 1 of 10  
1999-09-30 12:40:03  
Cook County Recorder 75.00

PREPARED BY & RETURN TO:  
GRANDSTAND AUTOBATH  
STAN BAILEY  
11900 S-MARSHFIELD AVE.  
CALUMET PARK, IL 60643

**BOX 333-CTI**

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7830 446 P2569

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4. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.
5. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
6. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
7. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.
8. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
9. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 30 days of the commencement of the term hereof.
10. Indemnification of Lessor. Lessor shall not be liable for

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any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claim for damages, no matter how caused.

11. Insurance. Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessor shall provide Lessee with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessee in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

12. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the

premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 10 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 30 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 30 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. Security Deposit. A security deposit in the amount of \$50,000 is required under this lease arrangement.

16. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for

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the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to 100% of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

17. Common Area Expenses. In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.

18. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

19. Notices. Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address first written, or at such other places as may be designated by the parties from time to time.

20. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

21. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 60 months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$1,750. The option shall be exercised by written notice given to Lessor not less than 30 days prior to the expiration of the initial lease

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term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

22. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

23. Encumbrance. The tenant has a right to encumber leasehold estate.

24. Modifications. There will be no modification or cancellation of lease without lessors' lender(s) or assignee approval.

25. Right to Acquire. The Lessors' lender or assignee has the right to acquire the leasehold at foreclosure sale or by assignment and unqualified right of reassignment of the leasehold estate( along with right to exercise any options ) by lender or successors.

26. Right to sublease. The lessors' lender or assignee has a right to sublease the property.

27. Right on default. The lessors' lender or assignee rights upon default of the tenant or termination of the lease shall include notice of 30 days, extended time to cure of at least 90 days, time allotted for foreclosure and sale of 180 days, and procedures for non monetary default as defined in any lease clause enclosed herein.

28. Rights to hazard insurance. Lessors' lender or assignee has a right to hazard insurance resulting from damage to improvements.

29. Rights to condemnation proceeds. Lessors' lender or assignee has a first right to share in condemnation proceeds.

30. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof: none

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Signed this 14<sup>th</sup> day of September, 1999.

GAB Enterprises Ltd  
By Cornelius Watson  
Cornelius Watson, President  
By Allen Faucett  
Lessee Allen Faucett, Jr.  
Secretary

Grandstand Auto Bath L.P.  
By Grandstand Enterprises, Ltd.  
By Stanford Beiley  
Lessor ~~Cornelius Watson~~  
Stanford Beiley, President

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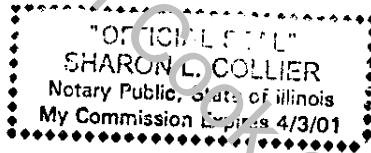
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STATE OF ILLINOIS

COUNTY OF *Cook*

I, <sup>*she*</sup> ~~undersigned~~ a Notary Public in and for said County in the State aforesaid, do hereby certify that Cornelius Watson, President and Allen Faucett, Jr., Secretary of GAB Enterprises, Inc., an Illinois corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and 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, for the uses and purposes therein set forth and the said Secretary then and there acknowledged that he, as custodian of the seal of said GAB Enterprises, Inc., did affix the corporate seal of said GAB Enterprises, Inc. to said instrument, as his own free and voluntary act and as the free and voluntary act of said GAB Enterprises, Inc. for the uses and purposes set forth.

Given under my hand and seal this 14th day of September, 1999.



*Sharon L. Collier*  
Notary Public

*SHARON L. COLLIER*  
(TYPE OR PRINT NAME)

(SEAL)

My commission Expires: \_\_\_\_\_

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County Clerk's Office



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State of Illinois, Cook County, ss:

I, the undersigned  
hereby certify that Stanford Bailey  
GRANDSTAND AUTOBATH, L.P.

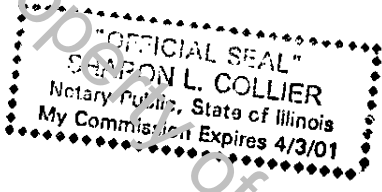
a Notary Public in and for said County and State, do  
, President/Vice ~~President~~, of  
, personally known to me to be the same person whose  
name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that H/L  
signed and delivered the said instrument as HIS free and voluntary act, and the free and voluntary act of said  
corporation and that N/A, Secretary/Asst. Secretary of said

corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument,  
appeared before me this day and acknowledged that H/E signed and delivered the said instrument as H/S free  
and voluntary act, and the free and voluntary act of said corporation and did affix the corporate seal to said document  
as the free and voluntary act of said corporation.

Given under my hand and official seal, this 14<sup>th</sup> day of Sept, 1999

My commission expires:

Sharon L Collier  
Notary Public



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STREET ADDRESS: 11900 MARSHFIELD AVE  
CITY: CALUMET PARK COUNTY: COOK  
TAX NUMBER: 25-30-204-001-0000  
046-0000

LEGAL DESCRIPTION:

PARCEL 1A:

LOTS 6, 7, 8, AND LOTS 31-39 BOTH INCLUSIVE IN BLOCK 2 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3 AND 6 IN KRUEGER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 1C:

THE WEST 1/2 OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS 31-39 IN BLOCK 2 IN BUTTERFIELD'S SUBDIVISION AND THE EAST HALF OF THE VACATED ALLEY LYING WEST OF SAID LOTS 6, 7, AND 8 IN BLOCK 2 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3 AND 6 IN KRUEGER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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