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Certificate No	1289459	Document No	1730
TO THE REGISTRAR (
You	u are directed to	register the Docume	nt hereto attached
on the Cartificate	1289459	indicated a	offecting the
following describe	ed premises, to-wit	t:	
The West 174 feet of the of land, all taken as a 402.0 feet of the South together with the South except the South 50 Acres	a Tract, to wit: h Half (%) of th h Half (%) (exce	The South 48 for the Northeast Quare the North 402	ter (4) of Section 1,
Section1, all in Townshi	lp 37 North, Ran	ge 12, East of t	he Third Principal
Meridian	23-01-200-0 8930 So. HAR	SG.000TO AM	s, tr.

Section Township 37 North, Range /2 Third Principal Meridian, Cook County, Illinois.

CHICAGO, ILLINOIS AUG 019 1907

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LEASE AGREEMENT

This Agreement made this 27 day of April, 1981, by and between Albert F. Moore and Marcella M. Moore (hereafter "Lessor") and 8930 South Harlem, Ltd., an Illinois corporation (hereafter "Lessee").

WITNESSETH:

WHEREAS, Lessor is the sole owner of certain real property shown with red lines on Exhibit "A" attached hereto and made a part nereof; and

WIFFERS, for the purposes of this Lease Agreement that portion of the real property shown on Exhibit "A" which is colored green and legally described as follows:

The West 1.4 feet of the East 224 feet of the North 25 feet of the South 73 feet of the North 402.5 Feet of the South half (1/2) of the Northeast Quarter (1/4) of Section 1, Township 37 North Range 12 East of the Third Principal Meridian in Cook County, Illinois,

shall hereafter be referred to as "the 25 foot strip;" and

whereas, Lessee is currently a tenant of the 25 foot strip under a lease which is the subject matter of two pending legal actions involving the parties hereto, said cases being filed in the Circuit Court of Cook County as case numbers 75 CH 6270 and 79 Ml 750459; and

WHEREAS, the parties hereto believe it in their best interests to amicably resolve said law suit and enter into a new lease for the 25 foot strip.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained it is agreed as follows:

- 1. Lease of Premises. Lessor does hereby lease to
 Lessee, and Lessee does hereby lease from Lessor, the 25 foot
 strip pursuant to the terms of this agreement.
- 2. Term of Lease. The term of this lease shall begin on May 1, 1981 and terminate on February 28, 1994.

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3. Rental Payments. Lessee shall pay to Lessor, or Lessor's agent, as rent hereunder, rental for the 25 foot strip in accordance with the following rent schedule: a) May 1, 1981 thru February 28, 1985, inclusive, the sum of \$285.00 per month; b) March 1, 1985 - February 28, 1989, inclusive, the sum of \$300.00 per month; c) March 1, 1989 - February 28, 1991 inclusive, the sum of \$325.00 per month; d) March 1, 1991 thru February 28, 1994, inclusive, the sum of \$375.00 per month.

Each monthly payment shall be paid on or before the first day of each month under this lease.

4. Use of the 25 Foot Strip by Lessee. The 25 foot strip is currectly improved with a black top driveway adjoining to the north pioperty now owned by the Lessee which is improved with a restaurant, parking lot and two driveways abutting Harlem Avenue in Bridgeview, Illinois. Lessee's use of the 25 foot strip not divided by bumper strips or a guardrail fence during the term of this Lease shall be for ingress and egress of pedestrians, automobile and truck traffic in connection with the use of the property now a restaurant immediately to the south and adjoining the 25 foot strip. discourage parking on the 25 foot strip not divided by bumper strips or a guardrail fence, the parties shall post no-parking signs on their respective buildings immediately adjoining the 25 foot strip to the north and south thereof. Additionally, Lessee shall paint no-parking notices on the black top between the respective buildings of the parties. Lessor shall have the right to post no-parking signs on the north side of the bumper strips or any guardrail fence that may be built on the 25 foot strip facing north if one is erected during the term hereof. In the event parking of an automobile or truck does occur on the 25 foot strip (except as hereinafter allowed in paragraph 6 of this agreement), both parties agree to cooperate

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to peacefully have any such vehicles removed by their owners or drivers. If such removal cannot be effected in this manner, Lessor reserves the right to have such vehicles towed at the owner's expense. The Lessor shall have the right to tow or ticket any offending vehicle if it is not removed within thirty (30) minutes after notification by Lessor or their agents to Lessee.

- 5. The Fence. During the term of this lease the parties hereto agree to construct and maintain as a joint expense a series of bumper strips on a portion of the 25 foot strip running last and west three feet from the north boundary line of the 25 foot strip. The length of the strips will extend from the east line of the 25 foot strip to a point one (1) foot west of the northeast corner of Lessee's restaurant as it is now constructed on the property to the south of the 25 foot strip. The purpose of the strips is to discourage Lessee's customers from driving onto Essor's 35 foot area to the north of the 25 foot strip. If in Lessor's opinion, the strips do not accomplish this purpose, the Lessor shall then exect a quardrail fence in place of the strips at the same location. The fence shall be no more than 30 in hel high and the cost of installation shall be shared equally by Wassor and Lessee.
- 6. Maintenance and Control of Divided Portion of the

 25 Foot Strip. That portion of the 25 foot strip lying to the
 south and next to the bumper strips or fence, if there is one,
 shall be used for any purpose, maintained and controlled by

 Lessee. That portion of the 25 foot strip lying to the north
 and next to the bumper strips or fence, if there is one, shall
 be used for any purpose, maintained and controlled by Lessor.

 The no-parking restrictions contained in paragraph 4 above shall
 not apply to that portion of the 25 foot strip lying immediately
 south of the strips, which is under the control of Lessee; and

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the portion of the 25 foot strip lying immediately to the north of the strips, which is under control of the Lessor.

- term of this Agreement, Lessor, in connection with its property that abuts the 25 foot strip to the north and west thereof, shall have the right to use the 25 foot strip not divided by bumper strips or a guardrail fence for pedestrian and automobile traffic for ingress and egress only. Lessor's building, which abuts the 25 foot strip on the north, shall be permitted to maintain the existing fire door, exhaust fans and gutters as presently constructed. Lessee shall at all times maintain a driving lane around its restaurant to permit Lessor access from the 25 foot strip to Harlem Avenue.
- 8. Restriction on Construction or Improvements. During the term of this Agreement, weither party, unless with the express written consent of the other party, shall be permitted to construct, erect, or otherwise make any improvements on or over the 25 foot strip, except for the bumper strips or guardrail fence as aforesaid. The Lessee shall not attempt, without Lesson's consent, to remove the surb along Harlem Avenue or get a driveway permit from Harlem Avenue onto the 25 foot strip. Any breach of this paragraph shall entitle the injured party to immediate injunctive relief together with all costs and expenses assessed against the party at fault.
- 9. Maintenance. Lessee shall maintain the black top driveway on the 25 foot strip during the term of this Lesse except for the three feet along the bumper strips to the north thereof, which shall be Lessor's responsibility. Any resealing or repavement of the respective areas shall be as each party responsible therefore deems necessary. Each party shall also be responsible for snow removal on their respective properties and shall not dump snow on each other's respective properties.

Lessee shall keep the 15 foot strip clean and free from marbage, trash or rubbish and Lessee shall, at all times, comply with all state and local ordinances concerning the sale and service of liquor.

10. Lessor's Remedies. Lessor shall have the right to terminate this Lease and retake possession of the 25 mot strip upon the following occurrences: a) Lessee's failure to pay Lessor rent reserved herein; b) Lessee's failure or refusal to maintain reasonable no-parking signs on Lessee's building during the term of this Lease or any building replacing his present building; c) Lessee's failure to allow the erecting or retaining of the bumper strips or guardrail fence along with Lessor (wring the term of this Lease as above provided; a). Lessee's construction, erection, or otherwise making any improvements on the subject 25 foot strip in violation of this Lease; e) Lessee's wrongru! holding over of the 25 foot strip at the end of the term of this Lease; f) Lessee's causing or allowing snow to be placed on Lesor's property other than the 25 foot strip which snow shall not be promptly removed by Lessez after written notice duly receipted to Lessee or Lessee's cashiers in its restaurant; g) Lessee's failure to obtain and maintain in full force and effect the insurance required by paragraph 11 hereof (except for cancellation of any insurance by the company without notice to Lessee).

It is expressly understood and agreed between the parties hereto that any other breach of the provisions of this Lease by Lessee shall not provide the Lessor with the remedy of terminating this Lease and retaking possession by Lessor of the 25 foot strip. Remedy for any other such breaches by Lessee shall be by way of injunctive relief and/or money damages.

11. Insurance. During the term of the Lease, Lessee shall provide Lessor with public liability and dram shap insurance covering the 25 foot strip in the amount of \$500,000.00 per individual per each occurrence. Lessee shall provide Lessor with certificates of insurance, naming Lessor as additional insureds.

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- 12. Registration of Lease. Lessor and Lessee shall cause this Lease to be registered with the Registrar of Titles in Cook County, Illinois as a memorial on the 25 foot strip at the time this Lease is executed by the parties. The registrars cost of this registration shall be borne by Lessee.
- but the interest of the Lessee shall not be assigned without the express written consent of Lessor, which consent shall not be unreasonably withheld. In the event Lessee desires to assign this Lease, it shall serve, by certified or registered mail, notice of each interest on Lessor. Said notice shall contain the name and address of the proposed assignee and its business. If Lessor does not object in writing within ten (10) days of Lessor's actual receipt of notice, they will be conclusively presumed to have consented to the assignment.
- 14. Record of Lease. This Lease shall be made a part of the record in case number 75 CH 6270 in the Circuit Court of Cook County and form a part of an Agreed Order settling said matter between the parties hereto.
- 15. Notices. All notices required by this lease, other than under paragraphs 4 and 10(f), shall be sent to Lessee c/o Dennis Kladis, 8930 So. Harlem Avenue, Brilgaview, Illinois 60455 with a copy to Stuart C. Wallace, 29 So. LaSalle Street, Chicago, Illinois 60603 and to Lessor at 8904 Sc. Harlem Avenue, Bridgeview, Illinois 60455 with a copy to Ronald L. Barnard, 33 North LaSalle Street, Chicago, Illinois 60602.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals on the day and year first above written.

(SIGNATURES ON FOLLOWING PAGE)

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ALBERT F. MOORE (Seal)

MARCELLA M. MOORE (Seal)

8930 SOUTH HARLEM, LTD.

By City

ATTEST:

Secretary Klades

(Corporate Seal)

PENSONAL GUARANTY

The undersigned, in consideration of the covenants contained in the foregoing lease, hereby personally guarantees the performance by Lessee of each and every covenant, undertaking and obligation of said Lessee. This guarantee shall terminate and be of no further prospective force or effect upon an assignment of the within lease by Lessee in accordance with paragraph 13 of the said lease.

DENNIS KLADIS

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

8930 SOUTH HARLEM, LTD., a corporation, d/b/a DANIEL'S RESTAURANT,

Plaintiff,

vs.

さいり ガル

No. 75 CH 6270

ALBERT F. MOORE, a/k/a FRED MOORE; ROBERT GARBER, and SIPKEY R. OLSEN, REGISTRAN OF TITLES,

Defendants.

BRIDGEVIEW BANK & TRUST CO. As Trustee, CT: 1-0422

Intervenor.

AGREED ORDER

This matter coming on before this Court pursuant to a Settlement Agreement entered imp between the parties to this litigation to resolve all matters now pending and a copy of this Settlement Agreement being attached hereto and made a part hereof of this Order;

IT IS HEREBY ORDERED as follows:

Past due rent from Plaintiff, 8930 SOUTH HARLEM, LTD. up to and including April 30, 1981, due Defendant, ALBERT F. MOORE, shall be in the agreed amount of \$14,872.00 payable within Fourteen (14) days from the entry of this Order;

All pending Motions and hearings before this Court are hereby dismissed;

The lease entered into between Plaintiff, A. F. Moore, Marcella M. Moore and 8930 South Harlem, Ltd. in the form attached as Exhibit "A" to the Settlement Agreement is approved and made a part of this Order;

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Property of Cook County Clerk's Office

CLERK OF THE CIRCUIT COURT OF CHOK COUNTY, ILL.

THIS ORDER IS THE LOS DARE OF THE CURCUIT COURT AND PRODUCTION THE GOT IS SUBJECT TO THE PENALTY IN THE THE

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- Defendant MOORE and Plaintiff 8930 SOUTH HARLEM, LTD., shall dismiss with prejudice case number 79 Ml 750459 in the Circuit Court of Cook County;
- All claims, actions, demands, damages and causes of actions between the Plaintiff, 8930 SOUTH HARLEM, LTD., DENNIS KLADIS, Intervenor, BRIDGEVIEW BANK & TRUST COMPANY, As Trustee under Trust Agreement 1-0422, and the Defendant, ALBERT F. MOORE, from the beginning of time to the date of this Order are hereby released and forever discharged. This Order is final and terminates all matters pending and undecided in this action. Solvin Ox Cook Colli

ENTERED ERK OF THE CIRCUIT COURT MORGAN M. FINLEY

JUDGE ALBE.

DEPUTY CLERK

DATED:

AGREED:

RONALD L. BARNARD Attorney for Defendant STUART C.

Attorney for Plaintiff and

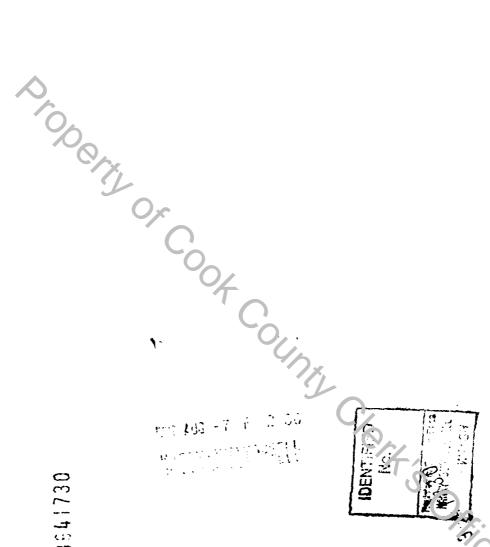
Office

Intervenor

RONALD L. BARNARD BARNARD, MARCONI & McGRATH, LTD. 33 NORTH LASALLE STREET - SUITE 2100 CHICAGO, ILLINOIS 60602 (312) 641-2225

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. HEREBY CERTIFY THE ABOVE TO BE CORRECT.

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL

THIS ORDER IS THE COMMAND OF THE CIRCUIT COURT AND VIOLATION THEREOF IS SUBJECT TO THE WALTY OF THE LAW