

# UNOFFICIAL COPY

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## ASSIGNMENT OF RENTS

Know all men by these presents, that THE STEEL CITY NATIONAL BANK OF CHICAGO not personally but as Trustee under the Provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated June 1, 1977 and known as Trust No. 1873 in consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over unto Affiliated Bank/North Shore National

its successors and assigns, all the rents, issues and profits now due and which may hereafter become due, under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the uses or occupancy of, any part of the premises hereinafter described, which may have been heretofore, or may be hereafter, made or agreed to, or which may be made or agreed to by the grantee hereinafter of the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the grantee herein and especially those certain leases and agreements now existing upon the property described as follows:

See attached legal description

PROPERTY ADDRESS: 15521-29 South LaSalle Street, South Holland, IL

PERMANENT INDEX NO.: 15-16-205-170, Volume 208 BNO UN

and does authorize irrevocably the above mentioned Affiliated Bank/North Shore National in its own name to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every lease or agreement, written or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties, at its discretion, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter without notice to the grantor herein, its successors and assigns, and further, with power to use and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said

Affiliated Bank/North Shore National

or its agents, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest on encumbrances, if any, which may be in its judgment deemed proper and advisable.

This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for Three Hundred Thousand dollars secured by a Mortgage or Trust Deed dated the 6th day of November, 1987, conveying and mortgaging the real estate and premises hereinabove described to Chicago Title and Trust Company and this instrument shall remain in full force and effect until said loan and the interest thereon and all other costs and charges which may have accrued under said Mortgage or Trust Deed have fully been paid.

This assignment shall be operative only in the event of a default in the payment of principal and interest secured by said Mortgage or Trust Deed or in the event of a breach of any of the covenants in said Mortgage or Trust Deed contained.

THIS DOCUMENT PREPARED BY  
AND TO BE DELIVERED TO:

David S. Mann  
Three First National Plaza  
Suite 3800  
Chicago, Illinois 60602

Box 184

*Copy follows mortgage*

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This Assignment of Rents is executed by THE STEEL CITY NATIONAL BANK OF CHICAGO as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied; all such liability, if any being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that THE STEEL CITY NATIONAL BANK OF CHICAGO-- , individually, or as Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Trustee is not entitled to receive any of the rents, issues, or profits of or from said real property and this instrument shall not be construed as an admission to the contrary.

dated at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ November \_\_\_\_\_, 19 <sup>87</sup> A.D.

THE STEEL CITY NATIONAL BANK OF CHICAGO,  
as Trustee as aforesaid.

BY: \_\_\_\_\_  
VICE PRESIDENT

ATTEST:

\_\_\_\_\_  
TRUST OFFICER

State of Illinois )  
                  ) SS.  
County of Cook )

I, \_\_\_\_\_, a Notary Public, in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_, Vice President, of \_\_\_\_\_, and \_\_\_\_\_, Trust Officer of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer, 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 and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that \_\_\_\_\_, as custodian of the corporate seal of this Company, did affix the corporate seal of said Company to said instrument as \_\_\_\_\_ own free and voluntary act and as the free and voluntary act of said Company, as Trustee, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_ November \_\_\_\_\_, 19 <sup>87</sup> A.D.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

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**LEGAL DESCRIPTION**

The North 15 feet of that part of Lot 17 in Simborg's College Industrial Park Subdivision 2nd Addition (hereinafter described), falling within Lot 3 in Subdivision of the East 10 Acres of Lot 2 of School Trustees' Subdivision.

That part of Lot 16, (except the North 60 feet thereof), in Simborg's College Industrial Park Subdivision 2nd Addition, (hereinafter described), falling within Lot 3 in Subdivision of the East 10 Acres of Lot 2 of School Trustees' Subdivision.

All in Simborg's College Industrial Park Subdivision 2nd Addition, being a Subdivision of part of Lots D, E, F and G of Owner's Division (a Subdivision of Two Tracts of Land in Sections 9 and 16, Township 36 North, Range 14, East of the Third Principal Meridian), and of part of Lot 3 of said Subdivision of the East 10 Acres of Lot 2 in School Trustees' Subdivision, (a Subdivision of said Section 16), according to Plat of said Simborg's College Industrial Park Subdivision 2nd Addition, registered in the Office of the Registrar of Titles, of Cook County, Illinois, on September 25, 1973, as Document Number LR 2,718,721.

Permanent Index Number: 29-16-105-170, Volume 208

Property Address: 15523-29 South LaSalle Street, South Holland, Illinois

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RIDER TO ASSIGNMENT OF RENTS, LEASES AND INCOME

R-1. Assignor hereby represents and warrants as follows:

a. That the sole ownership of the interest of the lessor in the Leases is vested in Assignor, and that Assignor has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

b. That there are currently no leases or tenancies of the Premises except those, if any, described in Exhibit A attached hereto and made a part hereof.

c. That, at Assignee's election, Assignor shall not cause any Leases to be entered into, terminated or modified in any material respect without the prior written consent of the Assignee, which consent shall not be unreasonably withheld or delayed. All Leases (whether now or hereafter entered into) expressly provide or shall expressly provide that the same are subordinate to the lien of the Trust Deed and the rights of the Assignee hereunder.

d. That Assignor shall timely and fully perform all covenants and obligations as lessor under the Leases, and Assignor shall give prompt notice to Assignee of any notice received by Assignor or its agents claiming that a default has occurred under any of the Leases on the part of the Assignor, together with a complete copy of any such notice.

e. That Assignor shall not permit any Lease to become subordinate to any lien other than the lien of the Trust Deed or any junior mortgage expressly permitted under the Trust Deed.

f. That Assignor will not assign any of the rents, income or profits from the Premises to any person other than Assignee.

This instrument prepared by:  
David S. Mann  
McBride, Baker & Coles  
Three First National Plaza  
38th Floor  
Chicago, Illinois 60602  
(312) 346-6191

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g. That none of the rents for any portion of the Premises shall be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor, other than in the ordinary course of business.

R-2. This Assignment shall be and constitute a present and absolute transfer and assignment of the Leases and the rents, income, benefits and profits assigned hereunder; provided however, that anything contained herein to the contrary notwithstanding, Assignee shall not exercise any of the rights or powers conferred upon it hereunder unless and until a default shall exist under the terms and provisions of this Assignment (which default shall continue for ten (10) days after written notice thereof), or a default (as defined in the Trust Deed) shall occur under the Trust Deed, or any other instrument constituting additional security for the Note, and that prior to the occurrence of any such default, Assignor shall be entitled to collect and receive the rents, income, benefits and profits from the Premises.

R-3. Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income, benefits and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without process of law, and take possession of all or any part of the Premises, together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude Assignor, its beneficiaries, agents and servants and agents of beneficiaries, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after default hereunder or default under the Note or the Trust Deed, without

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further notice to Assignor, except as expressly provided herein, with full power to sue and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness of liability of Assignor to Assignee, including insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest and any other payments due from Assignor, or anyone claiming an interest through it, to Assignee under the Note and the Trust Deed, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases, and this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance or discharge of any of the terms, conditions, duties or obligations under any of the Leases, or for any waste of the Premises by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee or stranger.

R-4. Without limiting the foregoing, in the exercise of the powers herein granted the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being hereby expressly waived and released by the Assignor and

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all parties claiming by, through or under Assignor. Assignor shall indemnify the Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should the assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, (including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor forthwith upon demand)

R-5. Waiver of or acquiescence by Assignee in any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

R-6. The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Trust Deed, the Note or any other document or instrument constituting additional security for the Note, or at law or in equity.

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**EXHIBIT A**

**LEASES AND TENANCIES**

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INDUSTRIAL BUILDING LEASE  
(Replaces old Form I.B.B. 1202)

NO. 1201  
JUNE, 1968

9 6 6

GEORGE E. COLE  
LEGAL FORMS

## INDUSTRIAL BUILDING LEASE

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT
	BEGINNING	ENDING	
October 31, 1984	November 15, 1984	August 31, 1988	\$1,028.00 for Nov. 15 thru Nov. 30, 1984; \$2,055.00 ea. month next 9 months; \$2,155.00 ea. month next 12 months; \$2,300.00 ea. month next 12 months; \$2,450.00 ea. month last 12 months.

Location of Premises:  
7,200 sq. ft. in 15523-29 South LaSalle Street Building.  
Lessee's Address to be: 15527 South LaSalle Street, South Holland, Illinois.

Purpose:  
Conducting Lessee's Business.

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**LESSEE**  
NAME WATERBED EMPORIUM, INC.  
ADDRESS 15527 South LaSalle Street  
South Holland, Illinois 60473

**LESSOR**  
NAME AND BUSINESS STEEL CITY NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 1853,  
ADDRESS c/o Simborg Industrial Real Estate  
2400 West Sibley Boulevard  
Posen, Illinois 60469

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term. ALL LESSEE'S PAYMENTS TO BE MADE PAYABLE TO "COLLEGE INDUSTRIAL PARK."

**RENT**

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 designate in writing.

**CONDITION AND UPKEEP OF PREMISES**

2. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressed; Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances; and the direction of the proper public officers during the term of this lease at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will remove the snow and ice from the sidewalk abutting the Premises; and upon the termination of this lease, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefor at the place of payment of said rent.

**LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT**

3. 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, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first had, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written consent of Lessor; all alterations and addition to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid. Lessee's right to sublease not to be unreasonably withheld.\*

**MECHANIC'S LIEN**

4. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of any such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

**INDEMNITY FOR ACCIDENTS**

5. Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

**NON-LIABILITY OF LESSOR**

6. Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

**WATER, GAS AND ELECTRIC CHARGES**

7. Lessee will pay, in addition to the rent above specified all water rents, gas and electric light and power bills taxed, levied 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, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in repair, shall be deemed to have been paid, or declared to have been paid, to Lessee, and Lessor shall

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**KEEP PREMISES IN REPAIR**

8. Lessee shall be obligated to incur any expense for repairing any improvements upon said demised premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

**ACCESS TO PREMISES**

9. Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any needed repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and "To Rent", and will not interfere with the same.

**ABANDONMENT AND RELETING**

10. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.

**HOLDING OVER**

11. Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of ~~One Hundred Sixty-Five~~ Dollars (\$165.00) per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmation of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

**EXTRA FIRE HAZARD**

12. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substance shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

**RE-ENTRY**

13. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, it shall be lawful for Lessor at any time thereafter at his election, without notice, to declare said term ended, and to re-enter the Premises, or any part thereof, with or without process of law, and to remove Lessee, or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire, or have an interest in, whether exempt by law or not, as security for payment of the rent herein reserved.

**CONFESSION OF JUDGMENT**

~~14. Lessee does hereby constitute any attorney of any Court of Record in any State of the United States, attorney for him and in his name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Lessor, his heirs, executors, administrators, successor or assigns, and against Lessee, for the amount of rent which may be in default by virtue of the terms hereof, with the costs of such proceedings, and a reasonable sum for plaintiff's attorney's fees in or about the entry of said judgment, and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding, and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment. If there be more than one lesser this warrant of attorney is given jointly and severally, and shall authorize the entry of appearance of, waiver of issuance of process and trial by jury by and confession of judgment against any one or more of such lessors, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such lessees, and lessee hereby confirms all that said attorney may lawfully do by virtue hereof. (The power conferred by this paragraph is continuing power, and may be exercised as frequently or as often as may require)~~

**FIRE AND CASUALTY**

15. In case the Premises shall be rendered untenable by fire, or other casualty, Lessor may, at his option, terminate this lease, or repair the Premises within sixty days, and failing so to do, or upon the destruction of said Premises by fire or other casualty, the term hereby created shall cease and determine.

**PAYMENT OF FEES**

16. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor, in enforcing the covenants and agreements of this lease, and this lease and all covenants and agreements herein contained shall be binding upon, apply, and inure to their respective heirs, executors, successors, administrators, and assigns of all parties to this lease.

\*3. (continued) Lessee shall not assign or sublet the premises or permit any part thereof to be used by others without the prior written consent of Lessor. If during such period Lessee desires to assign this Lease or sublet the entire premises, Lessee shall first offer the same to Lessor upon the terms and conditions of this Lease. Should Lessor fail to accept the offer within a period of thirty (30) days from the date offered, then and provided Lessee is not then in default in the performance of any of its obligations hereunder, Lessor shall not unreasonably withhold its consent to the assignment or subletting requested by Lessee for a period of one hundred twenty (120) days from the date of such offer. Should Lessee fail to assign this Lease or sublet the premises within the said one hundred twenty (120) day period, the foregoing procedure shall be repeated with respect to any subsequent assignment or subletting.

17. PREMISES: The demised premises is 7,200 sq. ft. of a 24,000 sq. ft., one story building Lessor has constructed on the premises described as:

Lot 18 (except the North 60.00 feet thereof), together with the North 15.00 feet of Lot 17, all in Simborg's College Industrial Park Subdivision 2nd Addition, being a subdivision of part of lots D, E, F and G of Owner's Division (a subdivision of two tracts of land in Sections 9 and 16, in Township 36 North, Range 14 East of the Third Principal Meridian) and part of Lot 3 of Subdivision of the East 10 acres of Lot 2 in School Trustees' Subdivision (a subdivision of said Section 16), all in Cook County, Illinois.

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The demised premises is 30% of the area of said building and certain vacant land adjacent thereto, all as shown in Exhibit "A" which is attached hereto. Lessor's entire parcel of realty being outlined in black, that portion of the demised premises for Lessee's exclusive use being lined in red.

18. **REPAIRS AND MAINTENANCE:** Notwithstanding anything to the contrary herein contained but subject to the provisions of this paragraph, Lessee agrees to make all necessary repairs and replacements, both interior and exterior, of any kind, nature and description and to supply its own heat and hot water and other utilities during the term of this lease, provided, however;

Lessor covenants and agrees:

- (a) During the term of this Lease, or any extension hereof, to make all necessary repairs to the roof, structure and exterior walls of the building on the demised premises;

provided, however, that in each case that Lessee promptly and diligently shall give Lessor written notice of any and all defects or repairs which are to be made and further, that with respect to any such defects and repairs that they not arise from the act or neglect of the Lessee. The benefits afforded herein are in lieu of all other warranties, representations or guarantees with respect to the building and the equipment therein.

19. **REAL ESTATE TAXES AND INSURANCE:** Lessor agrees to pay the real estate taxes and building insurance with the following exceptions after August 31, 1986:

- (a) Lessee to pay, as additional rent, Thirty per cent (30%) of the amount by which the real estate taxes on the entire property annually exceed \$10,000.00.
- (b) Lessee agrees to pay, as additional rent, Thirty per cent (30%) of the amount by which the premiums on Fire & Extended Coverage insurance in the full replacement value of the premises annually exceeds \$1,200.00.
- (c) Lessor shall, upon receipt of real estate tax bills and insurance invoices, advise Lessee of its proportionate share of additional rent and within fifteen (15) days from the date of notice of said additional rent, Lessee shall pay to Lessor the sum so stated.

20. **SUBORDINATION:** Lessor shall have the right from time to time and at any time during the term of this Lease or any extension thereof, to mortgage the demised premises and Lessee agrees that this Lease is subject and subordinate to the terms of any mortgage to be placed on or encumber the demised premises. Lessee further agrees to execute any and all documents required by the mortgagee to evidence the subordination of this Lease and any default of any such documents. So long as Lessee is not in default under the covenants and agreements of this Lease, Lessor's quiet and peaceable enjoyment of the Leased premises shall not be disturbed or interfered with by Lessor or by any person claiming by, through or under Lessor. Lessor is appointed as agent for Lessee to execute such instruments of subordination or estoppel as may be required as aforesaid.

21. **LIABILITY INSURANCE:** Lessee shall furnish to Lessor, a certificate of insurance evidencing Owner's Comprehensive General Liability insurance policy, naming Lessor, its agent and beneficiaries, as additional parties insured and containing a limit of \$500,000.00 combined single limit. All of said policies shall be with financially sound and reputable insurance companies or associations acceptable to Lessor and the original or a memorandum of each policy so obtained by Lessee shall be delivered to Lessor and Lessee shall maintain coverage during the entire term of this Lease. All such policies shall provide that same shall not be cancelled except on not less than ten (10) days' prior written notice to Lessor. Lessee shall deliver proof of payment of each premium payable under each insurance policy not later than twenty (20) days prior to the date on which failure to pay such premium would cause such policy to lapse. If Lessee shall fail within the period herein above fixed for such purpose, to obtain any insurance required hereunder or to pay all premiums with respect thereto, Lessor shall have the right, but shall

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not be obligated to, obtain any such insurance and/or pay any such premiums not so paid by Lessee. Any monies advanced by Lessor for such purpose shall be deemed additional rent and shall be payable immediately by Lessee to Lessor.

22. **SECURITY DEPOSIT:** Lessee hereby deposits with Lessor's beneficiaries, the sum of Three Thousand Two Hundred Seventy-Five and no/100 (\$3,275.00) Dollars, receipt of which is hereby acknowledged as and for a security deposit to insure the faithful performance of all of the covenants, terms, conditions and undertakings herein contained by it to be performed and the same, or the balance thereof, shall be returned to Lessee within ten (10) days after termination of this Lease by lapse of time or otherwise, provided Lessee has so performed all of said covenants, terms, conditions and undertakings, but provided, however, that the above sum shall not be construed as liquidated damages. If Lessor spends any part of said deposit in the manner provided in this Lease, Lessee shall forthwith, upon demand by Lessor, deposit an additional sum equal to the amount so spent by Lessor so that said deposit shall at all times be Three Thousand Two Hundred Seventy-Five and no/100 (\$3,275.00) Dollars. The rights of Lessee in and to said security deposit shall be and are subordinate to the holder of any first mortgage covering the premises and Lessee shall, upon request of Lessor, execute such further instruments subordinating its interest in the security deposit to the holder of any first mortgage covering the premises. Lessee agrees that the holder of any first mortgage covering the premises shall have no obligation to Lessee with respect to Lessor's rights in and to the premises by foreclosure proceedings or otherwise.
23. **SIGNS:** Lessee may not place any signs on exterior walls of the building without prior written approval of said signs by Lessor, said approval not to be unreasonably withheld.
24. Lessee, upon at least Four (4) months prior written notice to Lessor, may terminate this Lease so that the effective termination date is either August 31, 1985, August 31, 1986, or August 31, 1987.
25. Execution of this Lease by Lessee and Lessor will terminate that certain Lease dated August 1, 1983, on the 17,000 sq. ft. premises at 15527 South LaSalle Street, South Holland, Illinois wherein Waterbed Emporium, Inc. is the Lessee and The Steel City National Bank as Trustee Under Trust No. 1953 is the Lessor. Effective termination date to be November 14, 1984.

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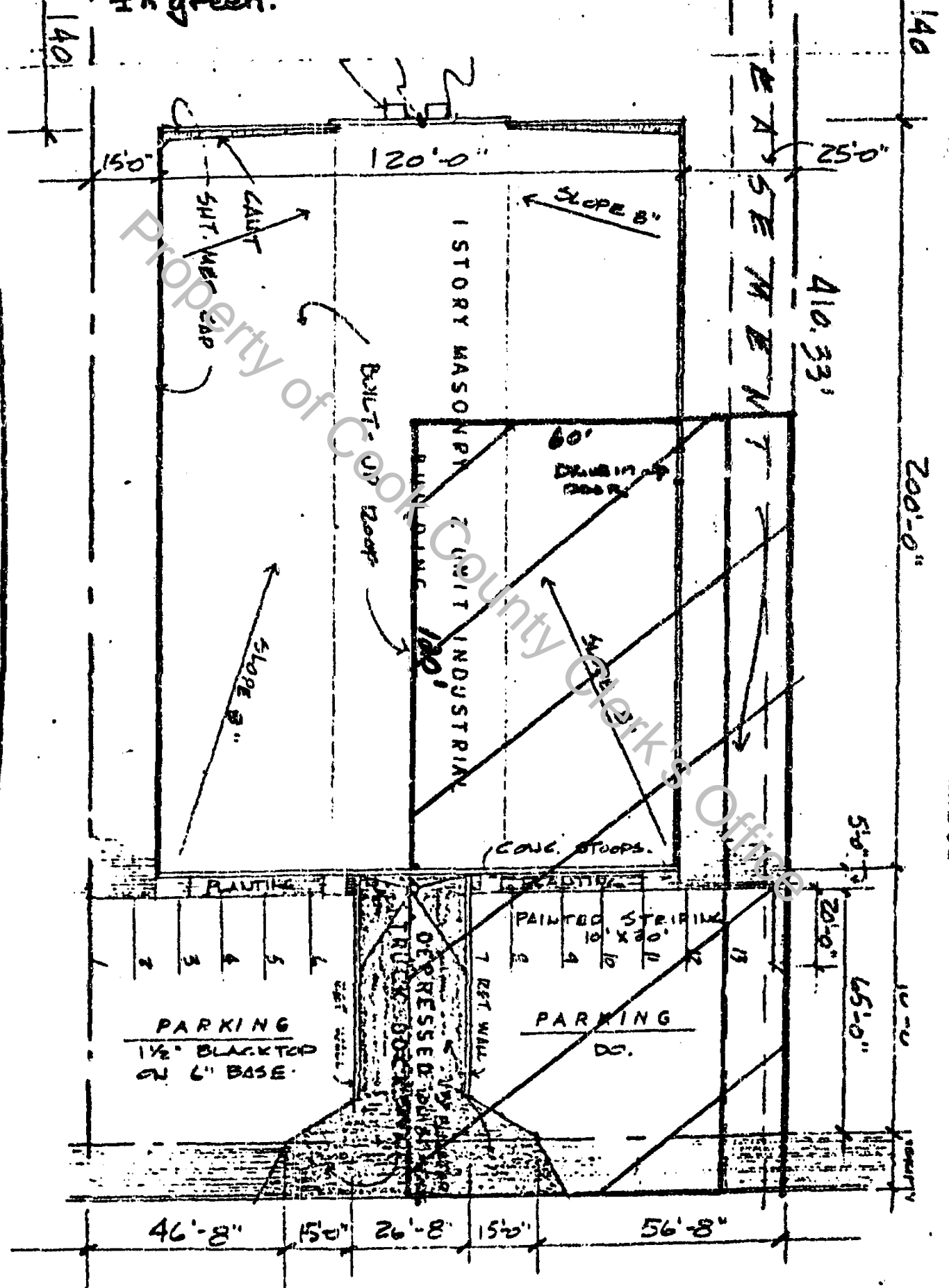
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10' UTILITY EASEMENT

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LESSEES EXCLUDING INSIDE + OUTSIDE  
AREA LINED IN RED.  
Common Easement For Ingress + Egress Lined  
In green.



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3569966

LA SALLE ST.

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Where in this instrument masculine pronouns are used, or words indicating the singular number appear, such words shall be considered as if feminine or neuter pronouns or words indicating the plural number had been used, where the context indicates the propriety of such use.

Where in this instrument rights are given to either Lessor or Lessee, such rights shall extend to the agents, employees, or representatives of such persons.

If this instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This lease consists of Five pages numbered 1 to 5, including a rider consisting of None pages, identified by Lessor and Lessee.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument this day and year first above written.

ATTEST: \_\_\_\_\_  
\_\_\_\_\_

WATERBED EMPORIUM, INC., LESSEE (SEAL)

BY: [Signature] (SEAL)

STEEL CITY NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 1853, LESSOR (SEAL)

BY: [Signature] (SEAL)  
AGENT & BENEFICIARY

3669966

ASSIGNMENT BY LESSOR

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

\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
(SEAL)

GUARANTEE

On this \_\_\_\_\_, 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, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
(SEAL)

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INDUSTRIAL BUILDING LEASE  
(Rep. uses old Form L.C.B. 1201)

NO. 1211 3 7 9 6 6  
June, 1955

GEORGE E. COLE  
LEGAL FORMS

## INDUSTRIAL BUILDING LEASE

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT
	BEGINNING	ENDING	
October 31, 1984	November 15, 1984	July 31, 1988	\$2,458.00 for Nov. 15, 1984 thru Nov. 30, 1984; \$4,916.00 ea. month next 8 months \$5,066.00 ea. month next 12 months \$5,216.00 ea. month last 24 months

Location of Premises:  
16,800 sq. ft. in 15523-29 South LaSalle Street Building.  
Lessee's Address to be: 15525 South LaSalle Street, South Holland, Illinois.

Purpose:  
Conducting Lessee's Business.

LESSEE		LESSOR	
NAME	T & B TUBE CO., INC.	NAME AND BUSINESS	STEEL CITY NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 1853
ADDRESS	15525 South LaSalle Street South Holland, Illinois 60473 (219-931-5747)	ADDRESS	c/o Simborg Industrial Real Estate 2400 West Sibley Boulevard Posen, Illinois 60469

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term. ALL LESSEE'S PAYMENTS TO BE MADE PAYABLE TO "COLLEGE INDUSTRIAL PARK."

### RENT

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 designate in writing.

### CONDITION AND UPKEEP OF PREMISES

2. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressed; Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will remove the snow and ice from the sidewalk abutting the Premises, and upon the termination of this lease, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys thereof at the place of payment of said rent. **3669966**

### LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT

3. 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, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first had, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid. Lessee's right to sublease not to be unreasonably withheld.\*

### MECHANIC'S LIEN

4. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of any such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

### INDEMNITY FOR ACCIDENTS

5. Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whatsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

### NON-LIABILITY OF LESSOR

6. Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

### WATER, GAS AND ELECTRIC CHARGES

7. Lessee will pay, in addition to the rent above specified all water rents, gas and electric light and power bills taxed, levied 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, Lessor shall have the right to pay the same, which amounts so paid together with any sums paid by Lessor to keep the Premises in repair, shall be deemed to be in full payment of the same, and shall be added to the rent and interest thereon.

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Except as provided in Paragraph 18 below

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KEEP PREMISES IN REPAIR

8. Lessor shall not be obliged to incur an expense for repairing any improvements upon said demised premises or provided thereon, and the Lessee, at his own expense, will keep all improvements in good repair (injury by fire, or other causes beyond Lessor's control excepted) as well as in a good tenable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereon as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

ACCESS TO PREMISES

9. Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make and will allow have placed upon the Premises at all times notice of "For Sale" and "To Rent", and will not interfere with the same.

ABANDONMENT AND RELETTING

10. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.

HOLDING OVER

11. Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of ~~Three Hundred Fifty & no/10 Dollars (\$350.00)~~ per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall this receipt of said rent or any part thereof, or any other act in apparent affirmation of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

EXTRA FIRE HAZARD

12. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

RE-ENTRY

13. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, it shall be lawful for Lessor at any time thereafter at his election without notice, to declare said term ended, and to re-enter the Premises, or any part thereof, with or without process of law, and to remove Lessee, or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire, or have an interest in, whether exempt by law or not, as security for payment of the rent herein reserved.

CONFESSION OF JUDGMENT

~~14. Lessee does hereby irrevocably constitute any attorney of any Court of Record in any State of the United States, attorney for him and in his name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Lessor, his heirs, executors, administrators, successor or assigns, and against Lessee, for the amount of rent which may be in default by virtue of the terms hereof, with the costs of such proceedings, and a reasonable sum for plaintiff's attorney's fees in or about the entry of said judgment, and for said purposes to file and cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere waiving and releasing all errors which may intervene in any such proceeding, and waiving and releasing all rights of appeal and right to writ of error, and consenting to an immediate execution upon such judgment. If there be more than one lessee this warrant of attorney is given jointly and severally, and shall authorize the entry of appearance of, 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, and lessee hereby confirms all that said attorney may lawfully do by virtue hereof. (The power conferred by this paragraph is continuing power and may be exercised as frequently as occasion may require).~~

FIRE AND CASUALTY

15. In case the Premises shall be rendered untenable by fire, or other casualty, Lessor may, at his option, terminate this lease, or repair the Premises within sixty days, and failing so to do, or upon the destruction of said Premises by fire or other casualty, the term hereby created shall cease and determine.

PAYMENT OF FEES

16. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor, in enforcing the covenants and agreements of this lease, and this lease and all covenants and agreements herein contained shall be binding upon, apply, and inure to their respective heirs, executors, successors, administrators, and assigns of all parties to this lease.

\*3. (continued) During the renewed or extended term hereof, Lessee shall not assign or sublet the premises or permit any part thereof to be used by others without the prior written consent of Lessor. If during such period Lessee desires to assign this Lease or sublet the entire premises, Lessee shall first offer the same to Lessor upon the terms and conditions of this Lease. Should Lessor fail to accept the offer within a period of thirty (30) days from the date offered, then and provided Lessee is not then in default in the performance of any of its obligations hereunder, Lessor shall not unreasonably withhold its consent to the assignment or subletting requested by Lessee for a period of one hundred twenty (120) days from the date of such offer. Should Lessee fail to assign this Lease or sublet the premises within the said one hundred twenty (120) day period, the foregoing procedure shall be repeated with respect to any subsequent assignment or subletting.

PREMISES:

17. The demised premises is 16,800 sq. ft. of a 24,000 sq. ft., one story building Lessor has constructed on the premises described as: Lot 15 (except the North 60.00 feet thereof), together with the North 15.00 feet of Lot 17, all in Simborg's College Industrial Park Subdivision 2nd Addition, being a subdivision of part of Lots D, E, F and G of Owner's Division (a subdivision of two tracts of land in Sections 9 and 16, in Township 36 North, Range 14 East of the Third Principal Meridian) and of part of Lot 3 of Subdivision of East 10 acres of Lot 2 in School Trustees' Subdivision (a subdivision of said Section 16), all in Cook County, Illinois.

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The demised premises is 70 per cent of the area of the building and certain vacant land adjacent thereto, all as shown in Exhibit "A" which is attached hereto. Lessor's entire parcel of realty being outlined in black, that portion of the demised premises for Lessee's exclusive use being lined in red.

18. **REPAIRS AND MAINTENANCE:** Notwithstanding anything to the contrary herein contained but subject to the provisions of this paragraph, Lessee agrees to make all necessary repairs and replacements, both interior and exterior, of any kind, nature and description and to supply its own heat and hot water and other utilities during the term of this Lease, provided, however;

Lessor covenants and agrees:

- (a) During the term of this Lease, or any extension hereof, to make all necessary repairs to the roof, structure and exterior walls of the building on the demised premises;

provided, however, that in each case that Lessee promptly and diligently shall give Lessor written notice of any and all defects or repairs which are to be made and further, that with respect to any such defects and repairs that they not arise from the act or neglect of the Lessee. The benefits afforded herein are in lieu of all other warranties, representations, or guarantees with respect to the building and the equipment therein.

19. **SUBORDINATION:** Lessor shall have the right from time to time and at any time during the term of this Lease or any extension thereof, to mortgage the demised premises and Lessee agrees that this Lease is subject and subordinate to the terms of any mortgage to be placed on or encumber the demised premises. Lessee further agrees to execute any and all documents required by the mortgagee to evidence the subordination of this Lease and any default of any such documents. So long as Lessee is not in default under the covenants and agreements of this Lease, Lessee's quiet and peaceable enjoyment of the Leased premises shall not be disturbed or interfered with by Lessor or by any person claiming by, through or under Lessor. Lessor is appointed as agent for Lessee to execute such instruments of subordination or estoppel as may be required as aforesaid.

20. **LIABILITY INSURANCE:** Lessee shall furnish to Lessor, a certificate of insurance evidencing Owner's Comprehensive General Liability insurance policy, naming Lessor, its agent and beneficiaries, as additional parties insured and containing a limit of \$500,000.00 combined single limit. All of said policies shall be with financially sound and reputable insurance companies or associations acceptable to Lessor and the original or a memorandum of each policy so obtained by Lessee shall be delivered to Lessor and Lessee shall maintain coverage during the entire term of this Lease. All such policies shall provide that same shall not be cancelled except on not less than ten (10) days' prior written notice to Lessor. Lessee shall deliver proof of payment of each premium payable under each insurance policy not later than twenty (20) days prior to the date on which failure to pay such premium would cause such policy to lapse. If Lessee shall fail within the period herein above fixed for such purpose, to obtain any insurance required hereunder or to pay all premiums with respect thereto, Lessor shall have the right, but shall not be obligated to, obtain any such insurance and/or pay any such premiums not so paid by Lessee. Any monies advanced by Lessor for such purpose shall be deemed additional rent and shall be payable immediately by Lessee to Lessor.

21. **SECURITY DEPOSIT:** Lessee hereby deposits with Lessor's beneficiaries, the sum of Four Thousand and no/100 (\$4,000.00) Dollars, receipt of which is hereby acknowledged as and for a security deposit to insure the faithful performance of all of the covenants, terms, conditions and undertakings herein contained by it to be performed, and the same, or the balance thereof, shall be returned to Lessee within ten (10) days after termination of this Lease by lapse of time or otherwise, provided Lessee has so performed all of said covenants, terms, conditions and undertakings, but provided, however, that the above sum shall not be construed as liquidated damages. If Lessor spends any part of said deposit in the manner provided in this Lease, Lessee shall forthwith, upon demand by Lessor, deposit an additional sum equal to the amount so spent by Lessor so that said deposit shall at all times be Four Thousand and no/100 (\$4,000.00)

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Dollars. The rights of Lessee in and to said security deposit shall be and are subordinate to the holder of any first mortgage covering the premises and Lessee shall, upon request of Lessor, execute such further instruments subordinating its interest in the security deposit to the holder of any first mortgage covering the premises. Lessee agrees that the holder of any first mortgage covering the premises shall have no obligation to Lessee with respect to Lessor's rights in and to the premises by foreclosure proceedings or otherwise.

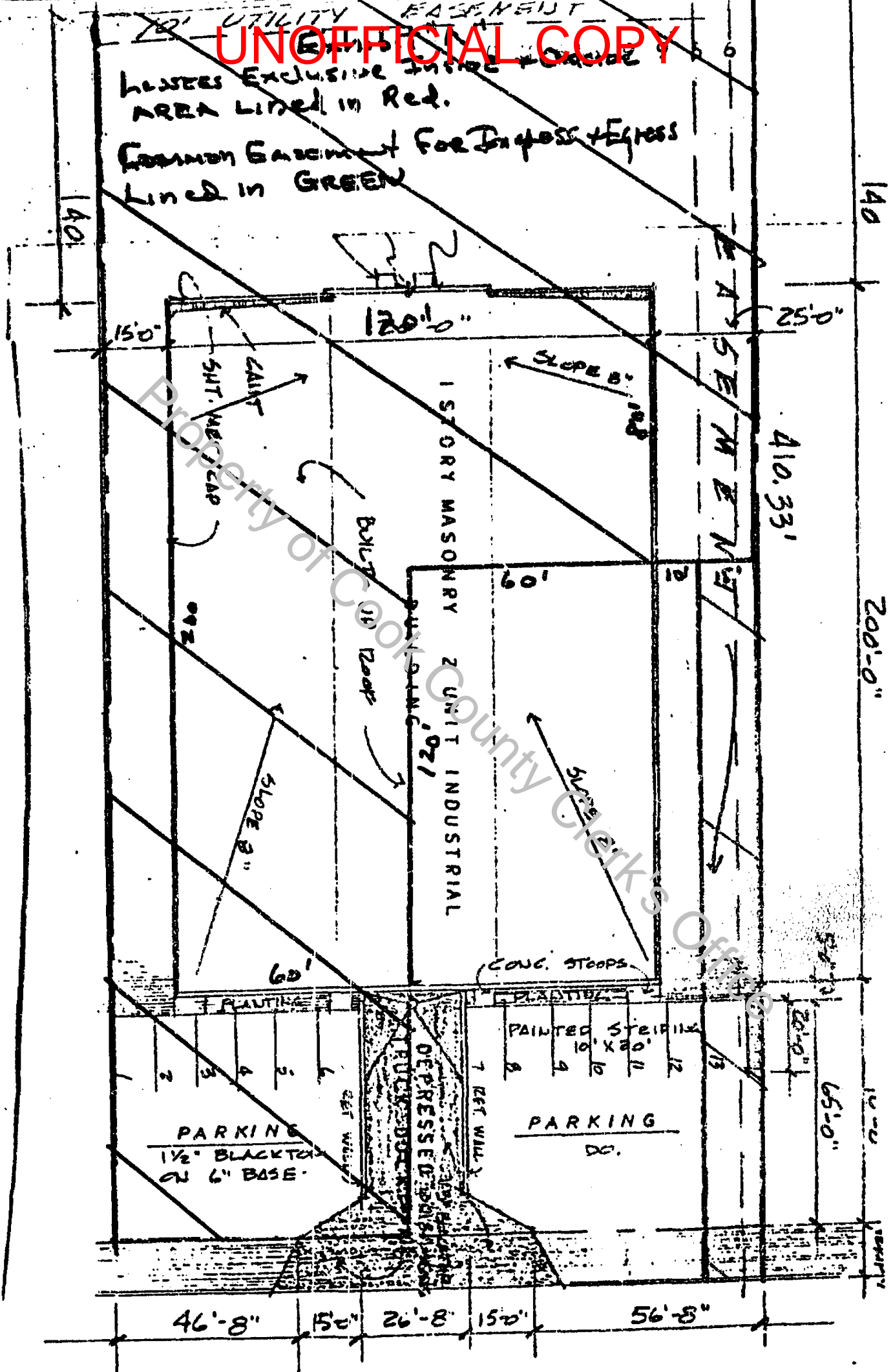
23. **OPTION TO RENEW:** As a part of the consideration of Lessee's entering into this Lease, Lessor does hereby give and grant unto Lessee, One (1) option(s) to extend the term of this Lease for a period of a Three (3) year term, said extension to be on the same terms and conditions as provided for herein except for the rental, provided Lessee gives Lessor written notice by Certified Mail, Return Receipt Requested, of its exercise of the option to extend the term of the Lease not less than six (6) months prior to the expiration of the term of the within Lease. If Lessee fails to give the notice provided for herein, then its option to extend shall automatically be terminated. In the event Lessee exercises its option to extend, the rental shall be increased on the following basis: The annual rental for the previous period shall be multiplied by a fraction, the denominator of which is the Consumer Price Index compiled and published by the Bureau of Labor Statistics of the Department of Labor for the United States of America for the first month of the within Lease, and the numerator of which is the consumer prices for the last month of the within Lease. The resulting product shall be the new annual rental. One-twelfth (1/12th) of the resulting product shall be the new monthly rental. It is further provided that in no event shall the rent for any term be less than that for the previous term. In the event the composition of the Consumer Price Index changes and the resultant change causes a distortion to the Index, a substitute index shall be utilized which would produce a comparable result as that which the Consumer Price Index would have produced if the composition had not been changed.
24. **BASE MONTHLY RENTAL:** For purposes of Option To Renew Paragraph 23, the base monthly rental to be Five Thousand Sixty-Six and no/100 (\$5,066.00) Dollars per month.
25. **SIGNS:** Lessee may not place any signs on exterior walls of the building without prior written approval of said signs by Lessor, said approval not to be unreasonably withheld.
26. Prior to November 15, 1984, Lessor, at Lessee's expense, said expense to be Nine Thousand Fifty and no/100 (\$9,050.00) Dollars, will remove 80' of interior wall, install outside asphalt pad at South side of building, will erect 60' of wall, and construct overhead door in premises adjacent to Southwest. Lessee to pay said Nine Thousand Fifty and no/100 (\$9,050.00) Dollars to Simborg Development, Inc. on date of completion of said above construction work.
27. Execution of this Lease by Lessee and Lessor will terminate, effective termination date to be November 14, 1984, that certain Lease dated October 22, 1982, on the 12,000 sq. ft. premises at 15525 South Laalle Street, South Holland, Illinois, wherein T & B Tube Co., Inc. is the Lessee and Steel City National Bank as Trustee Under Trust No. 1853 is the Lessor.
28. **REAL ESTATE TAXES AND INSURANCE:** Lessor agrees to pay the real estate taxes and building insurance with the following exceptions:
- (a) Lessee to pay, as additional rent, Seventy Percent (70%) of the amount by which the real estate taxes on the entire property exceed \$12,035.46, the amount of the 1983 real estate tax bill.
  - (b) Lessee agrees to pay, as additional rent, Seventy Percent (70%) of the amount by which the premiums on Fire & Extended Coverage insurance in the full replacement value of the premises annually exceeds \$1,320.00, the amount of the 1984-85 insurance premium.
  - (c) Lessor shall, upon receipt of real estate tax bills and insurance invoices, advise Lessee of its proportionate share of additional rent and within fifteen (15) days from the date of notice of said additional rent, Lessee shall pay to Lessor the sum so stated.

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UTILITY EASTWEST  
**UNOFFICIAL COPY**

HOUSES EXCLUSIVE DRIVE + DRIVE  
AREA LINED IN RED.  
COMMON GARMENT FOR DRIVE + EGRESS  
LINED IN GREEN



3669966

LA SALLE ST.

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Where in this instrument masculine pronouns are used, or words indicating the singular number appear, such words shall be considered as if feminine or neuter pronouns or words indicating the plural number had been used, where the context indicates the propriety of such use.

Where in this instrument rights are given to either Lessor or Lessee, such rights shall extend to the agents, employees, or representatives of such persons.

If this instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This lease consists of Five pages numbered 1 to 5, including a rider consisting of None pages, identified by Lessor and Lessee.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument this day and year first above written.

T & B TUBE CO., INC., LESSEE (SEAL)

BY: [Signature] (SEAL)

STEEL CITY NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 1853 LESSOR (SEAL)

BY: Sheldon F. Diering (SEAL)  
AGENT/BENEFICIARY

ASSIGNMENT BY LESSOR

On this \_\_\_\_\_, 19\_\_\_\_, for value received, Lessor hereby transfers, assigns and sets over to

\_\_\_\_\_ all right, title and interest in and to the above

Lease and the rent thereby reserved, except rent due and payable prior to \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

GUARANTEE

On this \_\_\_\_\_, 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, Lessor's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

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2015-2016



This ASSIGNMENT OF RENTS is executed by STEEL CITY NATIONAL BANK, not personally, but as Trustee under Trust No. 1853, and it is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the Trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the STEEL CITY NATIONAL BANK or for any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

DATE: 11/20/87

STEEL CITY NATIONAL BANK  
as Trustee, and not personally

BY: [Signature]  
Asst. Vice President

ATTEST: [Signature]  
Asst. Trust Officer

CORPORATE SEAL

STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Asst. Vice President ~~XXXXXXX~~ and Trust Officer of said STEEL CITY NATIONAL BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank, as thereunto Trustee aforesaid, for the uses and purposes therein set forth, GIVEN under my hand and Notarial Seal, this 20th day of November, A.D., 1987.

3669966

[Signature]  
Notary Public

"OFFICIAL SEAL"  
AZALIA GOMEZ  
NOTARY PUBLIC, COUNTY OF  
COOK, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/18/91

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly signed, sealed and delivered the day and year first above written.

TRUSTEE:

THE STEEL CITY NATIONAL BANK OF CHICAGO, as Trustee under Trust No. 1853

Trustee's Rider Attached Hereto and Made A Part Hereof

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF C O O K )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named

\_\_\_\_\_ and \_\_\_\_\_ of the Borrower/First Party, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of November, 1987.

\_\_\_\_\_  
Notary Public

Commission

Expires: \_\_\_\_\_, 19\_\_

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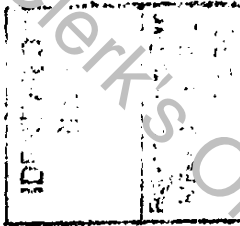
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DUPLICATE

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89 WEST WASHINGTON  
CHICAGO, ILLINOIS 60600  
501

