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**AFFIDAVIT FOR CERTIFICATION BY
PARTY NOT ON ORIGINAL DOCUMENT
(55 ILCS 5/3-5013)**



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2000-07-28 14:29:50
Cook County Recorder 29.50

STATE OF ILLINOIS)
) SS.
COOK COUNTY)

I, Robert Schaffner, being duly sworn, state that I have access to the copies of the attached document ADDENDUM TO MASTER LEASE AGREEMENT as executed by Bourbon Square Apartments and Sparks & Associates, Inc.

My relationship to the document is Chief Financial Officer of Sparks & Associates, Inc.

I state under oath that the original of this document is lost, or not in possession of the party needing to record the same. To the best of my knowledge the original document was not intentionally destroyed or in any manner disposed of for the purpose of introducing a copy thereof in place of the original.

Affiant has personal knowledge that the foregoing statements are true.

Robert Schaffner

Signature

July 27, 2000

Subscribed and sworn to me
this 27 day of July, 2000.

Rosalie M Biehl

Notary Public



On information and belief,

This instrument was prepared by :

Mary Crandall
500 Constitution Drive
Palatine, Illinois 60074

After Recording Return to:

David A. Weininger
123 West Madison Street, #1500
Chicago, Illinois 60602

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(18)

ADDENDUM TO MASTER APARTMENT LEASE
DATE July 15, 1994 BY AND BETWEEN
BOURBON SQUARE APARTMENTS AS LESSOR, AND
SPARKS & ASSOCIATES, Inc. AS LESSEE

The following provisions are added to that certain master lease agreement described above. To the extent the provisions of this addendum are inconsistent with the provisions of said lease, the provisions of this addendum shall govern.

Sparks & Associates, Inc.'s intention is to lease said apartments on a long term basis. Said apartments will be equipped with furniture, pots, dishes, linens, etc. and subleased to individuals and corporations.

1. **Rental Rates.** Lessee shall be obligated to rent ten apartments ("Level 1 Apartments"), in any combination of one or two bedrooms at the following rates:

i. Two Bedroom/two bath	\$915.00 per month
ii. One Bedroom/one bath	\$835.00 per month

2. **Level II Apartments.** Lessee may rent such additional units as it requires ("Level II Apartments"), provided that said units are available. Level II leases will be written for a one year period, with the same renewal terms as a Level I lease. In addition, Level II lease can be terminated with no penalty after 90 days. Said notice of termination must be given 30 days prior to the date upon which Lessee intends to vacate the apartment, and rent for the month of termination shall be prorated. Lessee may not cancel leases on more than five Level II Apartments during any one calendar month. The rental rate is listed above and shall remain in effect for 12 months from this agreement.

3. **Rent Payments, Model Apartments, Furnished Traffic, Maintenance.**

- A. All rents are due on the first of the month in advance.
- B. The furnished model apartments will be available to Lessee or his agents to show prospective clients. The model will be shown during normal office hours.

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PALATINE IL 60074

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- C. Bourbon Square agrees that all walk in traffic for furnished apartments will be referred to Sparks & Associates, Inc. Sparks & Associates, Inc. agrees that these clients will be placed at Bourbon Square in a Level I or Level II apartment depending upon availability.
- D. Existing Bourbon Square Furnished Leases will remain under Bourbon Square management, but will be phased out as current residents vacate. All inquiries for furnished apartments will be forwarded to Sparks & Associates, Inc. and a referral fee will be paid to Bourbon Square for all sales.
- E. Carpets shall be shampooed annually and apartments repainted no less than every three years.
4. Incentive. Lessee shall receive an incentive of 1/2 month's free rent for each and every apartment leased, that incentive shall be received at the beginning of the lease term. With respect to each Level II Lease, in the event Lessee terminates a Level II Apartment Lease prior to the end of one year, then Lessee shall rebate to Lessor the prorated incentive. At the beginning of each new one year lease term on Level I and II Apartments, said incentive shall again be available under the same terms provided for herein. In the event Lessor provides incentives to the general public or to any other tenant or vendor which are more advantageous than the incentive provided her herein, then Lessee shall be entitled to whatever incentive is then being offered.
5. The Security Deposit. Lessee shall pay to Lessor, to be held in an interest bearing account, a security deposit equal to one month's rent on a two bedroom apartment for each ten units leased. Said deposit is to allocated only towards damage beyond normal wear and tear, and only to the extent of the ten particular units which each deposit represents.
6. Availability and First Refusal. Lessee shall have a right of first refusal to lease any or all apartments on the premises as they become vacant. One month prior to the termination of any lease on the premises, Lessor shall provide Lessee with a list of apartments which will be available. Thereafter, on or before the tenth day of the month prior to availability, Lessee shall notify Lessor as to which of those apartments it shall lease. Lessee shall be entitled to lease that apartment on the day it becomes available, or on any day commencing no more than 15 days after the day it become available.

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7. Location. To the extent possible, Lessor shall attempt to concentrate all apartments leased to Lessee in the same geographical portion of the premises.

8. Renewability. Each lease shall be automatically renewed, upon its termination, for a period equivalent to the original lease, unless Lessee notifies Lessor, within 30 days prior to the termination of said lease, that Lessee will not be renewing said lease. This right to renew shall expire, if not sooner by agreement, twenty years from date first lease is signed.

9. Exclusivity. The parties hereto agree that no entity other than Lessor shall provide furnished units on the Bourbon Square premises. Each lease entered into between Lessor and a party other than Lessee shall provide that said units may not be subleased, either to endusers or to another vendor, as furnished units, for so long as Lessee maintains a minimum of ten Level I Units. Upon the termination of the last lease of Lessee, neither Lessor nor any furnished unit vendor leasing units out of Lessor's premises shall solicit the existing clients of Lessee for a period of two years after the termination of the last lease to Lessee. All leases entered into by Lessor with vendors shall contain this prohibition.

Sparks & Associates, Inc. will be the sole provider of furnished apartments at Bourbon Square. Further, Bourbon Square has no intention of leasing furnished units and will not lease for themselves or sublease apartments to another vendor for the purpose of marketing furnished apartments, during the period that Sparks & Associates, Inc. maintains the base of ten Level I units. After the termination of the last lease with Sparks & Associates, Inc. Bourbon Square, or any other furnished apartment vendor working out of Bourbon Square, agrees not to solicit the current clients of Sparks & Associates, Inc. for a period of two years.

LESSOR:

LESSEE:

BOURBON SQUARE APARTMENTS

SPARKS & ASSOCIATES, INC.

By: [Signature]

By: [Signature]

Property Court Office

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CHICAGO TITLE INSURANCE COMPANY

400 S. JEFFERSON, CHICAGO, IL 60607

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TRACT INDEX SEARCH

Additional Tax Numbers:

Order No.: 1401 S9539134 SP

Legal Description:

PARCEL ONE OF BOURBON SQUARE, A PLANNED UNIT DEVELOPMENT OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE EASTERLY LINE OF ILLINOIS ROUTE NO. 53 (HICKS ROAD), SAID EASTERLY LINE BEING A LINE 50.0 FEET EASTERLY OF THE CENTER LINE OF SAID ROAD, TOGETHER WITH THE WEST 363.0 FEET OF THE EAST 1472.20 FEET OF THE NORTH 416.0 FEET OF THE SOUTH 1/2 OF NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 1977, AS DOCUMENT 24151597 AND AS AMENDED BY PLAT OF CORRECTION RECORDED OCTOBER 2, 1979 AS DOCUMENT 25174347.

EXCEPTING FROM SAID PARCEL ONE THAT PART THEREOF CONVEYED TO THE COUNTY OF COOK BY TRUSTEE'S DEED RECORDED JUNE 15, 1979, AS DOCUMENT 25006987,

AND ALSO EXCEPTING FROM SAID PARCEL ONE THAT PART THEREOF BOUNDED BY A LINE DESCRIBED AS BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID ILLINOIS ROUTE NO. 53 WHICH IS 721.0 FEET NORTHERLY, AS MEASURED ALONG SAID EASTERLY LINE OF SAID ROAD, OF THE INTERSECTION OF THE EASTERLY LINE OF SAID ROAD WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID NORTHEAST 1/4; THENCE NORTH 26 DEGREES 41 MINUTES 20 SECONDS EAST ALONG THE EASTERLY LINE OF SAID ILLINOIS ROUTE NO. 53, A DISTANCE OF 308.1 FEET; THENCE SOUTH 63 DEGREES 12 MINUTES 13 SECONDS EAST, A DISTANCE OF 171.63 FEET TO A POINT OF CURVE, THENCE CONTINUING EASTERLY ALONG A CURVED LINE, TANGENT WITH THE LAST DESCRIBED COURSE, CONVEX TO THE SOUTH AND HAVING A RADIUS OF 268.75 FEET, A DISTANCE OF 81.33 FEET, ARC MEASURE, TO A POINT; THENCE SOUTH 12 DEGREES 23 MINUTES 22 SECONDS WEST, A DISTANCE OF 162.64 FEET; THENCE SOUTH 68 DEGREES 35 MINUTES 34 SECONDS WEST, A DISTANCE OF 218.25 FEET; THENCE NORTH 63 DEGREES 13 MINUTES 13 SECONDS WEST, A DISTANCE OF 146.14 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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 02-02-201 - 156

C/H/A
 500 Construction Ave
 Palatine IL