



This instrument prepared by and after recording should be returned to:

FagelHaber LLC
55 East Monroe Street
40th Floor
Chicago, Illinois 60603
Attention: Joel S. Dalinka, Esq.

PIN: 13-26-414-031-0000

Common Address: 2600 North Sawyer Avenue
Chicago, Illinois 60647

ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

This Assignment of Rents and Lessor's Interest in Leases (this "Assignment") is executed and delivered as of the 13th day of March 2001, by Oak Leaf Properties, L.L.C., an Illinois limited liability company with its principal office located at 1332 N. Halsted, Suite 201, Chicago, Illinois 60622 ("Borrower"), to the Declaration of Living Trust of Henry Silverman, Henry Silverman, Trustee (the "Lender").

I. BACKGROUND

A. Borrower has requested that the Lender provide a term loan in the original principal amount of \$800,000.00 (the "Financial Accommodations") pursuant to that certain Mortgage and Security Agreement of even date herewith executed and delivered by Borrower to the Lender (as amended, renewed, restated or otherwise modified from time to time, the "Mortgage"), and the other documents, instruments and agreements referenced therein or executed and delivered pursuant thereto (collectively the "Other Agreements"; the Other Agreements, together with the Mortgage are collectively the "Loan Documents"), including, without limitation, the following documents: (1) that certain Secured Term Note of even date herewith in the principal amount of Eight Hundred Thousand and no/100 Dollars (\$800,000.00) executed and delivered by Borrower to the Lender (as amended, renewed, restated or replaced from time to time, the "Note"), and (2) all other agreements, documents or instruments executed and delivered by Borrower to the Lender in connection with the Mortgage or the Note.

B. In consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower hereby covenants unto and agrees with the Lender as set forth in this Assignment.

DT8307394 20F3

BOX 333-CTI

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II. ASSIGNMENT

A. To secure the full and timely payment and performance by Borrower of the "Liabilities" and the "Covenants" (both as defined in the Mortgage), including, without limitation, the Liabilities evidenced by or referenced in the Mortgage, the Note and this Assignment, Borrower hereby grants, conveys, transfers and assigns to the Lender:

1. all leases demising and leasing all or any part of the premises legally described on Exhibit "A" (the "Premises") attached hereto, any contract for the sale of all or any part of the Premises, or any other agreement for the use, sale or occupancy of all or any part of the Premises, whether heretofore, now or hereafter executed by Borrower and any renewals, extensions, modifications, amendments or substitutions thereto (collectively the "Leases"); and

2. all rents, issues, deposits, income and profits now due or which may hereafter become due under or by virtue of the Leases, or any letting or demise of, or any agreement for the use, sale or occupancy of the Premises or any part thereof and all the avails thereof, now existing or hereafter made or agreed to or which may be made or agreed to under the powers herein granted, together with all rights against guarantors, if any, of the obligations of the lessees under the Leases (collectively the "Income").

B. Borrower hereby irrevocably appoints the Lender as its true and lawful attorney-in-fact to:

1. rent, lease, let or sell all or any part of the Premises to any party or parties at such price and upon such terms as the Lender may determine; and

2. collect, sue for, settle and compromise all of the rents, issues, deposits, contracts for sale, income and profits now due or which may at any time hereafter become due, with the same rights and powers and subject to the same immunities, exoneration of liability, rights of recourse and indemnity as the Lender would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

III. REPRESENTATIONS, WARRANTIES AND COVENANTS

Borrower represents, warrants and covenants unto the Lender as follows:

A. The Leases and the Income are freely assignable by Borrower to the Lender, and Borrower has full power and authority to make the assignment provided for herein;

B. All Income due under the Leases has been fully and timely paid, and, except for those security deposits listed on Exhibit "B", Borrower is currently not in possession of any pre-paid Income;

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C. None of the Income for any part of the Premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Borrower;

D. Borrower is the sole owner of the entire interest in any currently existing Leases, and the Leases are valid and enforceable in accordance with their terms and have not been altered, modified or amended in any manner whatsoever;

E. There are no claims or causes of action in connection with the Leases which Borrower may have or which any party may have against Borrower;

F. Borrower has not, and will not at any time hereafter, assign or pledge to any person or entity, other than the Lender, any or all of the Leases or the Income;

G. The only Leases in effect with respect to the Premises are listed on Exhibit "C" attached hereto, full, correct and complete copies of which, including all amendments, have been delivered to the Lender;

H. No defaults by Borrower or any lessee exist under the Leases and there exists no fact which, with the giving of notice or lapse of time or both, would constitute a default under the Leases. Borrower will promptly provide the Lender with copies of any notices of default sent or received by Borrower in connection with the Leases; and

I. Borrower shall:

1. observe and perform all the obligations imposed upon Borrower, as lessor, under the Leases and not do or permit to be done anything to impair the security thereof;

2. not consent to the assignment or subletting of the Premises without the prior written consent of the Lender;

3. not collect any of the Income in advance of the time when the same shall become due;

4. not alter, modify or change the terms of the Leases or any guarantees thereof, cancel or terminate the Leases or any guarantees thereof or accept a surrender thereof without the prior written consent of the Lender; and

5. deliver to the Lender all original Leases, including, but not limited to, all original Leases executed after the date hereof.

IV. WAIVERS

A. Borrower hereby waives any right of set-off against any person in possession of all or any part of the Premises. Nothing herein contained shall be construed as constituting the Lender

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a “trustee in possession” or a “mortgagee in possession” in the absence of the taking of actual physical possession of the Premises by the Lender pursuant to the provisions hereinafter contained.

B. Borrower hereby waives any claim, cause of action or right of setoff against the Lender, its officers, directors, employees and agents for any loss sustained by Borrower resulting from the Lender’s failure to let the Premises after an “Event of Default” (hereinafter defined) or from any other act or omission of the Lender in managing the Premises, nor shall the Lender be obligated to perform or discharge, nor does the Lender hereby undertake to perform or discharge, any obligation, duty, or liability under the Leases created or incurred by Borrower prior to the time the Lender takes possession of the Premises (the “Pre-existing Obligations”). Borrower shall, and does hereby agree to indemnify the Lender for, and hold the Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligations or undertakings on the Lender’s part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases, including, but not limited to, any Pre-existing Obligations. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon the Lender, nor for the carrying out of any of the terms and conditions of the Leases prior to the time the Lender may take possession, nor shall it operate to make the Lender responsible or liable for any waste committed on the Premises by any lessee or any other persons or entities or for any dangerous or defective conditions of the Premises.

C. If the Lender incurs any liability for any Pre-existing Obligations under the Leases or under or by reason of this Assignment or in the good faith defense of any claims or demands relative to any Pre-existing Obligations, the amount thereof, including, but not limited to, costs, expenses, and attorneys’ fees, shall be secured hereby and by the Loan Documents, and shall be due and payable from Borrower to the Lender on demand with interest thereon at the “Default Rate” set forth and defined in the Loan Agreement.

V. FUTURE LEASES

A. If requested by Lender, Borrower shall cause each lessee, whether now existing or hereafter arising, to execute and deliver to the Lender a Tenant Estoppel Certificate and Subordination Agreement, in form and substance acceptable to the Lender.

B. Borrower shall assign and transfer to the Lender all future Leases upon all or any part of the Premises and shall execute and deliver, immediately upon the request of the Lender, all such further assurances and assignments in the Premises as the Lender shall from time to time require.

VI. EVENT OF DEFAULT

An “Event of Default” means the occurrence of (a) a breach, default or event of default under this Assignment, or (b) an “Event of Default” as defined in Mortgage.

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VII. ENFORCEMENT OF THIS ASSIGNMENT

A. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that the Lender shall not exercise any of the rights and powers conferred upon it under Section II hereunder until the occurrence of an Event of Default.

B. After an Event of Default, the Lender, without in anyway waiving an Event of Default, and without the institution of legal proceedings of any kind whatsoever, may, at its option, either in person, by agent or by a receiver appointed by a court, take possession of the Premises and have, hold, manage, lease, sell and operate the same on such terms and for such period of time as the Lender may deem proper and either with or without taking possession of the Premises in its own name, sue for or otherwise collect and receive the Income and enforce the Leases, including, but not limited to, Income past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto or thereof and to apply such Income as the Lender may determine in its sole discretion, including, but not limited to, the payment of:

1. all expenses of managing the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, any other liens and premiums for all insurance which the Lender may deem necessary or desirable, and the costs of all alterations, renovations, repairs, or replacements, and all expenses incident to taking and retaining possession of the Premises;

2. the principal sum, interest and any other indebtedness owed to the Lender by Borrower, together with all costs and attorneys' fees in such order of priority as to any of the items mentioned in this paragraph as the Lender, in its sole discretion, may determine, any statute, law, custom or use to the contrary notwithstanding;

3. taxes and special assessments now due or which may hereafter become due on the Premises; and

4. all repairs, decorating, renewals, replacements, alterations, additions, betterments or improvements of the Premises, and of placing the Premises in such condition as will, in the judgment of the Lender, make it readily rentable or saleable.

C. The exercise by the Lender of its rights provided herein and the collection of the Income and the application thereof as herein provided shall not be considered a waiver of any breach, default or Event of Default by Borrower under the Loan Documents.

D. Borrower agrees that the Lender shall have full power to use such measures, legal or equitable, in its sole discretion or in the discretion of its successors, divisions, parents, affiliates, parents or assigns, as may be deemed proper or necessary to enforce the payment of the Income in connection with the Premises, including, but not limited to, actions for the recovery of rent, actions in forcible detainer and actions in distress of rent. This Assignment is and shall be primary and on a parity with the real estate conveyed by the Mortgage and not secondary. Borrower hereby grants to the Lender full power and authority to exercise each and every of the rights, privileges, and

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powers herein granted at any and all times hereafter, without notice to Borrower, and with full power, to the extent permitted by law, to cancel or terminate any of the Leases for any cause or on any ground, to elect to disaffirm any of the hereafter executed Leases or the Leases subordinated to the lien of the Mortgage, to make all the necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises, to insure and reinsure the same for all risks incidental to the Lender's possession, operation and management thereof, and to receive all Income.

E. Borrower agrees that the Lender may take or release other security for the payment of the Liabilities, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such Liabilities without prejudice to any of its rights under this Assignment.

F. Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Borrower. Borrower hereby irrevocably appoints the Lender to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

G. Any amounts received by Borrower or their agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of any of the Leases and any amounts received by Borrower as Income, shall be held in trust by Borrower and immediately remitted to the Lender. Any person acquiring or receiving all or any part of such funds shall acquire or receive the same in trust for the Lender as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith.

VIII. DIRECTION TO LESSEES

Borrower hereby authorizes and directs any and all lessees or occupants of the Premises to pay over to the Lender all Income after the occurrence of an Event of Default and to continue to do so until otherwise notified by the Lender.

IX. OTHER

A. This Assignment shall be binding upon Borrower and its successors, and permitted assigns, if any, and any party or parties holding title to the Premises by, through, or under Borrower. All of the rights, powers, privileges, and immunities herein granted and assigned to the Lender shall also inure to its successors, divisions, nominees, parents, subsidiaries, affiliates and assigns.

B. It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all Liabilities and Covenants of Borrower now or hereafter owing to the Lender. This

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Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale.

C. The relationship between Borrower and the Lender is solely that of secured creditor and debtor, and nothing contained herein or in any of the Loan Documents shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than secured creditor and debtor.

D. If any provision of this Assignment is held to be invalid or unenforceable by a Court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Assignment, the balance of which shall remain in and have its intended full force and effect. However, if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

E. The Exhibits referred to herein are attached hereto, made a part hereof and incorporated herein by this reference thereto.

F. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original.

G. BORROWER AND THE LENDER EACH HEREBY ABSOLUTELY AND UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS ASSIGNMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED AND DELIVERED BY BORROWER TO THE LENDER.


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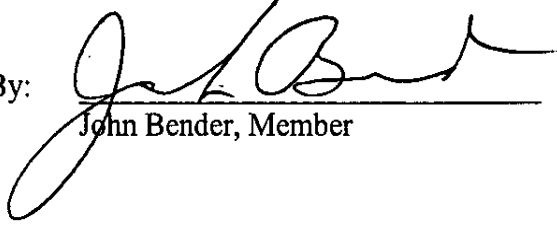
IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

OAK LEAF PROPERTIES, L.L.C.,
an Illinois limited liability company

By:


Mark Fishman, Member

By:


John Bender, Member

Accepted as of the 13th day of
March, 2001

THE DECLARATION OF LIVING TRUST
OF HENRY SILVERMAN,
HENRY SILVERMAN, TRUSTEE

By:


Henry Silverman, Trustee

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Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

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I, ALLEN D. KATZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark Fishman, who is personally known to me to be a member of Oak Leaf Properties, L.L.C., and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13TH day of March, 2001.



[Signature]
Notary Public

My commission expires:
8/28/04

Proprietor of Cook County Clerk's Office

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STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

10260519

I, ALLEN D. KATZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John Bender, who is personally known to me to be a member of Oak Leaf Properties, L.L.C., and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of March, 2001.



[Signature]
Notary Public

My commission expires:
8/28/04

Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 5 IN JOHN PREUSS' RESUBDIVISION OF LOTS 8 TO 12 OF BLOCK 4 IN HITT AND OTHERS SUBDIVISION OF 39 ACRES OF THE EAST SIDE OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 13-26-414-031-0000

COMMON ADDRESS: 2600 North Sawyer Avenue
Chicago, Illinois 60647

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Property of Cook County Clerk's Office

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Security Deposits for 2600 N. Sawyer

<u>Unit</u>	<u>Security Deposit</u>
2600 - G	\$625.00
2600 -1F	\$820.00
2600 - 2F	\$800.00
3264-1	\$700.00
3264-2	\$750.00
3266-G	\$0
3266-1	\$750.00
3266-2	\$775.00

Property of Cook County Clerk's Office

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Rent Roll
 2600saw - 2600 N. Sawyer
 From 02/09/01

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Unit	Unit Type	Tenant Code	Tenant Name	Unit Sqft	Market Rent	Actual Rent	Deposit	Move-In	Past Due	NSF	Late
2600-1F	4-2	forste	Steve Forbes	800.0	820.00	820.00	0.00		0.00	0	0
2600-2F	4-2	flobra	Braulio Flores	800.0	820.00	820.00	0.00	07/01/00	0.00	0	0
2600-G	4-2	berhel	Helen Bermudez	700.0	625.00	625.00	0.00	07/01/00	-200.00	0	0
3264-1	4-2	sanshe	Sherry Sanders	600.0	800.00	800.00	0.00		0.00	0	0
3264-2	4-2	topman	Manuel Lopez	800.0	800.00	800.00	0.00		350.00	0	0
3266-1	4-2	samdan	Daniela Samways	800.0	750.00	750.00	0.00		0.00	0	0
3266-2	4-2	woonic	Nick Wood	800.0	850.00	850.00	0.00		0.00	0	0
3266-G	4-2	avifu	Fructoso Avilas	700.0	685.00	685.00	0.00		300.00	0	0
Total				6,200.0	6,150.00	6,150.00	0.00		450.00	0	0
8	Total Occupied			6,200	6,150.00	6,150.00					
8	% Occupied			100.00	100.00	100.00					
0	Total Vacant			0	0.00	0.00					
0.00	% Vacant			0.00	0.00	0.00					

Property of Cook County Clerk's Office

CHICAGO, IL

APARTMENT LEASE

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT
	BEGINNING	ENDING		
3/10/2000	3/11/2000	2/28/2001	\$ 750	\$ 750

ADDITIONAL CHARGES AND FEES				
Late Charge \$ 20.00	Returned Check Charge \$ 25.00	Retailing Charge \$ 750	Parking Fee \$ N/A	Laundry Room Fee \$ N/A
Social Security No. 325	88	8421	Storage Fee \$ N/A	

"If NONE, WRITE "NONE." Paragraph 6 of Lease Agreements and Covenants then INAPPLICABLE.

TENANT	LESSOR (Owner or agent authorized to manage the Apartment)
TENANT DANIELLE SAMWAYS EVELYN MAYER	NAME JOHN BURRI'S
APARTMENT #1	ADDRESS P.O. Box 8455
BUILDING 3266 Wroughtwood	CITY Northfield, IL.
CITY Chicago, IL 60647	PHONE 60993

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In consideration of the mutual agreements and covenants set forth below and on the reverse side hereof (the same being fully included as part of this Lease) Lessor hereby leases to Tenant and Tenant hereby leases from Lessor for use in accordance with paragraph 8 hereof the Apartment designated above, together with the fixtures and accessories belonging thereto, for the above Term. All parties listed above as Lessor and Tenant are herein referred to individually and collectively as Lessor and Tenant respectively.

ADDITIONAL AGREEMENTS AND COVENANTS (including DE CORATING AND REPAIRS), if any.

- Rents are due the 1st of every month
- Send all rents to above address
- Please call Home at 708-393-2517 if you have any trouble

TENANT(S)	SIGNATURES	LESSOR(S)
Danielle Samways Evelyn Mayer	(SEAL) John Burri's (SEAL)	(SEAL)

LEASE AGREEMENTS AND COVENANTS

- RENT:** Tenant shall pay to Lessor at the above address (or such other address as Lessor may designate in writing) the monthly rent set forth above on or before the first day of each month in advance. The time of each and every payment of rent is of the essence of this Lease. To cover Lessor's added costs for late payments, the monthly rent set forth above shall be increased by the amount set forth above as "Late Charge" if paid after the first of the month. To cover Lessor's added costs for processing of checks that are dishonored or are returned due to insufficient funds in the account, the monthly rent shall be increased by the amount set forth above as "Returned Check Charge." Rent mailed in shall be deemed paid on date of receipt by Lessor.
- POSSESSION:** At the commencement of this Lease, Lessor shall deliver possession of the apartment to Tenant. Possession shall be deemed to have been delivered to Tenant on the day that Lessor either (A) actually delivers to Tenant keys to the Apartment or (B) makes available to Tenant at the office of the Building or at such other place as designated by Lessor keys to the Apartment. If Lessor fails to deliver possession within 10 days from the date hereof, this Lease shall terminate unless reaffirmed in writing within an additional 2 days by Tenant. Upon each termination of Lease, Tenant shall refund all prepaid rent and security, which shall be Tenant's sole property. It is understood that doing so may be performed by Lessor shall not be a condition precedent to possession of it.
- APPLICATION:** The application for this Lease and all representations and promises contained herein are hereby made a part of this Lease. Tenant warrants that the information given by Tenant in the application is true. If such information is false, Lessor may at Lessor's option terminate this Lease by giving Tenant not less than 10 days prior written notice, which shall be Lessor's sole remedy.
- PROMISES OF THE PARTIES:** The terms and conditions contained herein shall be a complete and exclusive statement of the agreement between Tenant and Lessor and no modification, waiver or amendment of this Lease or any of its terms, conditions or covenants shall be binding upon the parties unless in writing and signed by the party sought to be bound.
- SECURITY DEPOSIT:** Tenant has deposited with Lessor the Security Deposit in the amount set forth above for the performance of each and every covenant and agreement to be performed by Tenant under this Lease. Lessor shall have the right, but not the obligation, to apply the Security Deposit and a whole or in part as payment of such amounts as are reasonably necessary to remedy Tenant's default in the payment of rent or in the performance of the covenants or agreements contained herein. Lessor's right to possession of the Apartment for non-payment of rent or any other reason shall not be affected by the fact that Lessor holds security. Tenant's liability is not limited to the amount of the Security Deposit.
- Lessor shall give Tenant written notice of the application of the Security Deposit or a part thereof within thirty (30) days of said application if the application is an account of delinquency or if a replacement is necessitated by Tenant, and notice shall include the estimated or actual cost of the work, attaching estimates or paid receipts. Upon receipt of said notice, Tenant shall at once pay to Lessor an amount sufficient to restore the Security Deposit in full. Upon termination of this Lease, all payments of rent and performance of all covenants and agreements (including a certificate of occupancy) shall be returned to Tenant.
- It is however understood and agreed that buildings are physical structures subject to aging, wear, tear, abuse, inherent defects, and numerous factors causing deterioration or breakdown beyond Lessor's reasonable control, and that components and other equipment are not always immediately available. It is further understood and agreed that for the most part Lessor's code of operation are fixed and unavoidable and its terms and conditions are imposed on Tenant would create an intolerable burden on Lessor, that tenants and surrounding neighborhood, it is, therefore, understood and agreed that Lessor's delay in performing agreements set forth in Paragraph 6, interruptions in services provided by Lessor, breakdowns of equipment or disruption caused by (1) conditions caused by Tenant, members of Tenant's household, guests or other persons on the premises with Tenant's consent or other tenants; (2) Tenant's unreasonable refusal to cooperate with Tenant's consent or other tenants; (3) Tenant's unreasonable refusal to permit or other interference with entry of Lessor or Lessor's workmen or contractors into the Apartment or Building for purposes of correcting defective conditions; (4) conditions beyond Lessor's reasonable control; (5) Lessor's not having actual knowledge of such defective conditions; (6) Lessor's having exercised due care but such defective condition(s) continue to persist, shall be an absolute defense in any action against Lessor for breach of covenant based upon the status of Lessor to maintain the Apartment or Building. Lessor's failure of inability to make repairs or provide services in any of the just described circumstances shall in no event form the basis of any claim or basis for damages against Lessor nor a basis for an abatement of rent nor a cause for termination of the Lease.
- Nothing herein contained shall in the event of fire, explosion or other casualty, impose upon Lessor any obligation to make repairs which are more extensive or different from those required by the provisions of Paragraph 14 of the Lease (Fire & Casualty).
- UTILITIES:** Unless otherwise agreed in writing, if the Apartment is individually metered, payment to the utility company or authorized metering agency of the applicable charges for gas, electricity or water consumed by Tenant in the Apartment, including, if applicable, current usage for electric heating, ventilation, air conditioning, hot water, etc., shall be Tenant's sole responsibility.
- TENANT'S USE OF APARTMENT:** The Apartment shall be occupied solely for residential purposes by Tenant, these other persons specifically listed in the application for this Lease, and any children which may be born to or legally adopted by Tenant during the term hereof. Unless otherwise agreed in writing, guests of Tenant may occupy the Apartment in reasonable numbers for no more than three weeks each during each year of the Term hereof. Neither Tenant nor any of those persons shall perform any practice that may damage the reputation of or otherwise be injurious to the Building or neighborhood, or be disturbing to other tenants, be illegal, or increase the rate of insurance on the Building.
- TENANT'S UPKEEP:** Tenant covenants to perform the following obligations during the Term hereof: (A) maintain the Apartment and appliances in a clean, sanitary and safe condition; (B) remove all rubbish, garbage and other waste in a clean, sanitary and timely manner from the

MAR. 8. 2001 9:46AM

OAKLEAF ERM OF LEASE

MONTHLY RENT

NO. 161 UNIT B, 4/4

BEGINNING	ENDING	MONTHLY RENT	NO.
5/30/2000	7/1/2000	820 -	800 -
	6/31/2001		

ADDITIONAL CHARGES AND FEES				
Late Charge \$ 20 -	Returned Check Charge \$ 20 -	Relisting Charge \$ 820 -	Parking Fee \$ N/A	Laundry Room \$ N/A
Social Security No.	Storage Fee \$			

IF NONE, WRITE "NONE." Paragraph 5 of Lease Agreements and Covenants then INAPPLICABLE.

TENANT
 TENANT • *Bruce & Loree*
 APARTMENT • *217*
 BUILDING • *2605 N. Sawyer*
 CITY • *Chicago, Ill.*

LESSOR (Owner or agent authorized to manage the Apartment)
 NAME • *John T. Burris*
 ADDRESS • *312 N. Dickerson*
 CITY • *Northfield, Ill.*
 PHONE • *60093*

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In consideration of the mutual agreements and covenants set forth below and on the reverse side hereof (the same being fully included as part of this Lease), Lessor hereby leases to Tenant and Tenant hereby leases from Lessor for use in accordance with paragraph 8 hereof the Apartment designated above, together with the fixtures and accessories belonging thereto, for the above Term. All parties listed above as Lessor and Tenant are herein referred to individually and collectively as Lessor and Tenant respectively.

ADDITIONAL AGREEMENTS AND COVENANTS (including DECORATING AND REPAIRS), if any.

1. Please mail all checks to same address.
2. Call Lorraine 708-243-2517 for any complaints or information.
3. Rent due 1st of month.

TENANT(S) SIGNATURES LESSOR(S)

[Signature] *[Signature]*

(SEAL) (SEAL)

(SEAL) (SEAL)

LEASE AGREEMENTS AND COVENANTS

- RENT:** Tenant shall pay to Lessor at the above address (or such other address as Lessor may designate in writing) the monthly rent set forth above on or before the first day of each month in advance. The time of each and every payment of rent is of the essence of this Lease. To cover Lessor's added costs for late payments, the monthly rent set forth above shall be increased by the amount set forth above as "Late Charge" if paid after the 5th of the month. To cover Lessor's added costs for processing of checks that are dishonored or are returned due to insufficient funds in the account, the monthly rent shall be increased by the amount set forth above as "Returned Check Charge." Rent mailed in shall be deemed paid on date of receipt by Lessor.
- POSSESSION:** At the commencement of this Lease, Lessor shall deliver possession of the apartment to Tenant. Possession shall be deemed to have been delivered to Tenant on the day that Lessor (either (A) actually delivers to Tenant keys to the Apartment or (B) makes available to Tenant at the office of the Building or at such other place as designated by Lessor keys to the Apartment. If Lessor fails to so deliver possession within 10 days from the date hereof, this Lease shall terminate unless reaffirmed in writing within an additional 5 days by Tenant. Upon such termination Lessor shall refund all prepaid rent and security, which shall be Tenant's sole remedy. It is understood that decorating, if any, to be performed by Lessor shall not be a condition precedent to possession or rent.
- APPLICATION:** The application for this Lease and all representations and promises contained therein and hereby made a part of this Lease, Tenant warrants that the information given by Tenant in the application is true. If such information is false, Lessor may at Lessor's option terminate this Lease by giving Tenant not less than 10 days prior written notice, which shall be Lessor's sole remedy.
- PROMISES OF THE PARTIES:** The terms and conditions contained herein shall be conclusively deemed the agreement between Tenant and Lessor and no modification, waiver or amendment of this Lease or any of its terms, conditions or covenants shall be binding upon the parties unless made in writing and signed by the party sought to be bound.
- SECURITY DEPOSIT:** Tenant has deposited with Lessor the Security Deposit in the amount set forth above for the performance of each and every covenant and agreement to be performed by Tenant during the term of this Lease. Tenant shall have the obligation to apply the Security Deposit in whole or in part as payment of such amounts as are reasonably necessary to remedy Tenant's defaults in the performance of rent or in the performance of the covenants or agreements contained herein. Lessor's right to use the Security Deposit for non-payment of rent or for any other reason shall not be affected by the fact that Lessor holds security. Tenant's liability is not limited to the amount of the Security Deposit.
- Lessor shall give Tenant written notice of the application of the Security Deposit or any part thereof within thirty (30) days of said application. If the application is on account of maintenance, repairs or replacements necessitated by Tenant, said notice shall include the estimated or actual cost of the same, attaching estimates or paid receipts. Upon receipt of said notice, Tenant shall at once pay to Lessor an amount sufficient to restore the Security Deposit in full. Upon termination of this Lease, full payment of all amounts due and performance of all Tenant's covenants and agreements (including surrender of the Apartment) in accordance with Paragraph 16, the Security Deposit or any portion thereof shall be returned to Tenant.
- If it is however understood and agreed that buildings, or physical structures subject to aging, wear, tear, abuse, inherent defects, and numerous types of aging disrepair or breakdown beyond Lessor's reasonable control, and that components and skilled workmen are not always immediately available; it is further understood and agreed that for the most part Lessor's costs of operation are fixed and unavoidable and to permit rent payment by Tenant would create an intolerable burden on Lessor, other tenants and surrounding neighborhood. It is, therefore, understood and agreed that Lessor's delay in performing agreements set forth in Paragraph 8E, interruptions in services provided by Lessor, breakdowns of equipment or disrepair caused by (1) conditions caused by Tenant, members of Tenant's household, guests or other persons on the premises with Tenant's consent or other tenants; (2) Tenant's unreasonable refusal of or other interference with entry of Lessor or Lessor's workmen or contractors into the Apartment or Building for purposes of correcting defective conditions; (3) lack of reasonable opportunity for Lessor to correct defective conditions; (4) conditions beyond Lessor's reasonable control, including strikes or lockouts; (5) Lessor's not having actual knowledge of such defective conditions shall be an absolute defense in any action against Lessor for breach of covenant based upon the failure of Lessor to maintain the Apartment or Building; or (6) Lessor's having exercised due care but such defective condition(s) continue to prevail, shall be an absolute defense in any action against Lessor for breach of covenant based upon the duties of Lessor to maintain the Apartment or Building. Lessor's failure or inability to make repairs or provide services in any of the just described circumstances shall in no event form the basis of any claim or action for damages against Lessor nor a basis for an abatement of rent nor a cause for termination of the Lease.
- Nothing herein contained shall in the event of fire, explosion or other casualty, impose upon Lessor any obligation to make repairs which are more extensive or different from those required by the provisions of Paragraph 14 of this Lease (Fire & Casualty).
- UTILITIES:** Unless otherwise agreed in writing, if the Apartment is individually metered, payment to the utility company or authorized metering agency of the applicable charges for gas, electricity or water consumed by Tenant in the Apartment, including (if applicable, current used for electric heating, ventilation, air conditioning, hot water, etc., and, as herein a sole responsibility).
- TENANT'S USE OF APARTMENT:** The Apartment shall be occupied solely for residential purposes by Tenant, those other persons specifically listed in the application for this Lease, and any children who may be born to or legally adopted by Tenant during the Term hereof. Unless otherwise agreed in writing, guests of Tenant may occupy the Apartment in reasonable numbers for no more than three weeks each during each year of the Term hereof. Neither Tenant nor any of these persons shall perform nor permit any practice that may damage the reputation of or otherwise be injurious to the Building or neighborhood, or be disturbing to other tenants, be illegal, or increase the rate of insurance on the Building.
- TENANT'S UPKEEP:** Tenant covenants to perform the following obligations during the Term hereof: (A) maintain the Apartment and appurtenances in a clean, sanitary and safe condition; (B) dispose of all rubbish, garbage and other waste in a clean, sanitary and timely manner from the