

# UNOFFICIAL COPY

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Lease



Doc#: 0800905021 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/09/2008 09:20 AM Pg: 1 of 9

Prepared by and Return to:

Michelle Laiss  
1530 West Fullerton  
Chicago IL 60614

Property of Cook County Clerk's Office

ghe

07019300757

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## LEASE WITH OPTION TO PURCHASE VACANT LOT

ADDRESS OF PREMISES: 3726 West Sunnyside, Chicago, Illinois 60625  
Pin: 13-14-118-047-0000  
Legal to come.

DATE OF LEASE: 12/12/2007

TERM OF LEASE: BEGINNING 12/12/2007 ENDING: 12/12/2008

MONTHLY RENT: \$500 (five hundred dollars and 00/100)

SECURITY DEPOSIT: NONE

OPTION TERM: one year from date of closing or 12/12/2008

OPTION PRICE: \$140,000.00 (one hundred and forty-thousand dollars and 00/100)

TENANT:

NAME(S): Wendy Hidenrick and Benjamin Porter  
~~6911 Fauntleroy~~ 3724 W. SUNNYSIDE  
~~Seattle, Washington 98136~~ CHICAGO, ILL  
~~(206) 399-5645~~ 60625  
773-797-9898

LANDLORD:

Eric and Tricia Murray  
~~3724 West Sunnyside~~ 4 N 357 RIDGEWOOD  
Chicago, Illinois 60625 ROOSEVELT ILL  
PHONE: \_\_\_\_\_ 60106

With a copy to: After recording return  
Michelle A. Laiss to:  
ATTORNEY AT LAW  
1530 West Fullerton  
Chicago, Illinois 60614

Terry Eland  
ATTORNEY AT LAW  
181 South Bloomingdale Road  
Suite 202  
Bloomingdale, Illinois 60108

In consideration of the mutual agreements and covenants herein stated, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the vacant lot designated above, for the stated Term. Landlord further agrees to record the original Lease with the Option to purchase at time of Closing.

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## COVENANTS AND AGREEMENTS

1. **RENT:** Tenant shall pay to the Landlord or Landlord's agent the monthly rent set forth above on or before the first day of each and every month in advance at Landlord's address stated above or such other address as Landlord may designate in writing. The time of each and every payment of rent is of the essence of the Lease.
2. **LATE CHARGES:** The late charge shall be (5 %) percent of the monthly rent and will be levied if the rent is not received by the 10<sup>th</sup> of the month. Rent shall be considered received, if mailed, on the date of its postmark.
3. **SECURITY DEPOSIT:** Not applicable.
4. **POSSESSION:** If Landlord cannot give Tenant possession on the date fixed for commencement of the term, the rent shall be abated until such time as the Premises are available for Tenant's use, or Tenant may upon written notice terminate the Lease.
5. **APPLICATION:** The Tenant's application, if any and all the representations contained therein are incorporated as a part of this Lease. Tenant warrants that all the information contained in the application is true, and that if any of said information is false, Landlord may terminate this Lease.
6. **CONDITION OF THE PREMISES:** Tenant has examined the Premises prior to accepting same and prior to the execution of this Lease and Tenant is satisfied with the physical condition thereof. No promises as to condition or improvement have been made by Landlord or his agent which are not herein expressed.
7. **TENANT TO MAINTAIN:** Tenant shall keep the Premises in a clean, sightly and healthy condition, and in accordance with any and all ordinances in such cases provided, at Tenant's own expense, and upon the termination of this lease, for any reason, shall return the same back to Landlord in as good condition as at the date of the execution hereof, reasonable wear and tear excepted. If not, Landlord or his agents may replace the Premises in the same condition of repair, sightliness and cleanliness as existed at the date of execution of this Lease. Tenant agrees to pay Landlord for all expenses incurred by Landlord in replacing the Premises in that condition. Tenant shall not cause or permit any waste, misuse or neglect to occur to any portion of the Premises. Landlord shall maintain their current insurance on the land. Landlord acknowledges that the tenants attempted to secure insurance and were unable to do so.
8. **USE OF PREMISES:** No locks or other similar devices shall be attached to any gate or fence present on the Premises as of the commencement date without Landlord's written consent. Any cost to remove same shall be borne by Tenant. Tenant shall not install any gate or fence upon the Premises or any portion thereof without the Landlord's prior written consent. Any cost to remove same in the event it is installed by Tenant without Landlord's consent shall be borne by tenant. Tenant shall not install or operate any permanently-attached structures, machinery or devices on the Premises. No person shall occupy the Premises. The Premises are not intended to be residential in nature or serve any residential purpose, including, but not limited to, any mobile or motor home. Tenant shall not place, erect or install any signs or advertisements anywhere on the Premises. No garbage shall be permitted to remain on the Premises. Neither Tenant nor any licensee or invitee of Tenant shall suffer, perform or permit any act or practice that may damage the Premises, be illegal, or increase the rate of insurance thereon.
9. **SUBLET OR ASSIGNMENT:** Tenant shall not sublet the Premises or any part thereof, nor assign this Lease, without, in each case, prior written consent of Landlord.
10. **FORCIBLE DETAINER:** If Tenant defaults in the payment of rent or any part thereof, or if Tenant defaults in the performance of any of the covenants or agreements herein contained, Landlord or his agents, at his option, may terminate this Lease, and, if abandoned or vacated, may re-enter the Premises. Non-performance of any of Tenant's obligations shall constitute a default and forfeiture of this lease, and Landlord's failure to take action on account of Tenant's default shall not constitute a waiver of said default.

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11. **NOTICES:** Any demand or notice may be served by delivering a copy to the Tenant at the address indicated on the first page hereof, or by leaving the same with some person above the age of twelve years at that same address, or by sending a copy of said notice to the Tenant to that same address by certified mail, return receipt requested.

12. **DISHONOR:** In the event that Tenant's rental payment is dishonored when negotiated by Landlord or his agents, Landlord shall have no obligation to redeposit same, and reserves the right to demand that all future rental payments be made by cash, money order or cashier's check. Tenant shall pay Landlord the sum of \$25.00 as additional rent for any dishonored payment.

13. **SURRENDER OF PREMISES AND RETURN OF POSSESSION:** Tenant shall not be required to renew this Lease more than sixty days prior to its expiration. Landlord shall have no duty to notify Tenant of Landlord's intention not to renew the Lease. At the termination of this Lease, by lapse of time or otherwise, Tenant shall yield up and surrender immediate possession to Landlord, and deliver any keys to any gates or fences to Landlord or his agent, unless the Tenants give notice of their intent to exercise their option to purchase the property at the end of the lease term. If the option to purchase is not exercised at the expiration of the lease term, the tenant shall vacate on the lease termination date. If Tenant fails to vacate the Premises upon termination, Tenant shall pay a sum equal to double the amount of rent herein set forth as liquidated damages for the time that possession is withheld.

14. **LEGAL EXPENSES:** Tenant shall pay all costs, expenses and reasonable attorneys' fees which shall be incurred or expended by Landlord due to Tenant's breach of the covenants and agreements of this Lease with Option or Purchaser, whether or not a lawsuit is filed. In the event of a breach of the lease with option by the landlord, landlord shall pay all reasonable costs, expenses and attorneys' fees which shall be incurred or expended by Tenant due to Landlord's breach of the covenants and agreements of this Lease with the Option to purchase, whether or not a lawsuit is filed.

15. **IMPORTANT BOILERPLATE:** If the whole or a substantial portion of the Premises is condemned by any competent authority for any public use or purpose, this Lease shall be terminated. The words "Landlord" and "Tenant" when used in this Lease shall be construed to be plural if more than one person comprises either party to this Lease, and each shall be jointly and severally obligated to perform all of the terms and conditions of this Lease. All covenants contained herein shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, assigns and successors. The Landlord's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof shall not exclude nor preclude Landlord from exercising any other right or remedy. If any clause, provision or portion of this Lease shall be ruled invalid or unenforceable, said decision shall not invalidate nor render unenforceable the remainder of this Lease. Landlord is not an insurer of Tenant's Premises. Tenant shall carry sufficient insurance to insure all of Tenant's Premises located on or about Landlord's Premises. Tenant will not do any act which shall encumber Landlord's title to the Premises, and if Tenant causes a lien to be placed on the title, or Premises, Landlord may discharge the lien and Tenant will reimburse Landlord the amount Landlord expended. This lease shall not be recorded by Tenant and is, and shall be, subordinate to any present or future mortgages now, or hereafter, placed on the Premises. Time is expressly declared to be of the essence of this Agreement. No modification of the Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties. This Lease constitutes the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements, or representations, oral or written, not herein contained.

16. **OPTION TO PURCHASE:**

A. **GRANT OF OPTION:** Landlord hereby grants to Tenant an exclusive option to purchase the Premises for a purchase price of One hundred and Forty-thousand (\$140,000.00) dollars and 00/100, pursuant to the terms and conditions hereinafter set forth. The Term of said option shall coincide with the Term of this Lease, including any renewals or extensions thereof. On or before the expiration of said Term, Tenant shall have the right to either:

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(1) At one time or at multiple times, exercise the option by written notice thereof to the Landlord, in accordance with Paragraph B. below; or

(2) Fail to exercise said option as to all or any of the lots within the said Term, in which event the option shall terminate, and this Agreement shall be null and void.

B. EXERCISE OF OPTION: At any time or times during the term hereof, the Tenant may, by written notice to the Landlord, exercise its option to purchase as set forth above. The option must be exercised in writing and shall include a deposit of Five-thousand (\$5,000.00) dollars and 00/100. The check shall be made payable to Terry Eland Client Trust Account. Said amount shall be credited to the Purchasers at the time of closing on the land. The written option shall be signed by both Purchasers or shall not be effective. The option to purchase must be exercised on or before December 1, 2008. Closing shall occur no later than January 31, 2009. The closing shall occur at the Loop location of ATG (Attorney's Title Guarantee) and shall be an agency closing.

C. APPRAISAL CONTINGENCY: The option to purchase is contingent on the property appraising at or above the purchase price. Said appraisal shall be completed at the expense of the Purchasers and shall be completed no later than January 15, 2009. In the event that the property does not appraise at or above the purchase price (by a licensed Illinois Appraiser), the Purchasers shall have the option of cancelling the contract and receiving a full refund of all ~~deposits or~~ earnest money paid to date.

C. RIGHT OF ENTRY: Tenant and its authorized representatives shall have the right, at any time after the date of Tenant's exercise of its option to purchase, at Tenant's sole cost and expense, to enter on the Premises for the purpose of making such surveys, site analyses, environmental studies, soil tests, and other engineering studies, as Tenant may deem necessary. Tenant shall indemnify, defend and hold Landlord harmless for any damage, liability, or claims therefor, which arise as a result of Tenant's exercise of the right of entry set forth in this Paragraph and the work performed pursuant thereto.

D. TITLE INSURANCE:

(1) Within thirty (30) days after the exercise of its option to purchase, Landlord, at its sole cost and expense, shall obtain from Chicago Title Insurance Company a title insurance commitment covering title to the Premises, subject only to "permitted exceptions" to title. Within ten (10) days of receipt of said title commitment, Tenant shall give notice in writing to Landlord of any reasonably unacceptable defects in or objections to the title as so evidenced. Thereafter, Landlord shall within thirty (30) days of receipt of said notice attempt to clear from the title the defects and objections so specified.

(2) It is provided, however, that Tenant agrees to accept title to the Premises subject to any title exceptions not objected to by the Tenant as set forth above (the "Permitted Exceptions").

(3) Further, any such title defects or objections specified by Tenant which can be cleared by the payment of a definite or ascertainable amount must be cleared by the Landlord at the time of the closing of a purchase of the Premises utilizing the proceeds of sale.

(4) At all times Landlord shall use best efforts and due diligence to clear from the title, or to have the title insurer insure over, any such defects and objections specified by Tenant. If Seller is unable to clear any unpermitted exceptions to title or cause the title insurance carrier to insure over said exceptions, Landlord shall provide notice to Tenant of its ability to clear their title. Within ten (10) days after receipt of said notice, Tenant shall then elect, by notice thereof in writing to Landlord, to either take title subject to such uncleared or uninsured defects or objections or to terminate this Agreement, rendering same null and void.



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\* AGENCY/ESCROW CLOSING AGREEMENT  
EQUIVALENT TO THAT USED FOR  
CLOSING LOT 29.

E. ESCROW ACCOUNT AND CLOSING: At the time of the initial exercise of this option by Tenant, the parties hereto shall, within thirty days after the date of said exercise, shall schedule an agency closing with ATG. The procedure of the closing shall be in accordance with the general provisions of the usual form of ~~Deed and Money Escrow Agreement~~ then in use by ATG, with such special provisions inserted in the escrow agreement as may be required to conform with this Lease. The purchase of the Premises pursuant hereto shall be closed and the proceeds of sale distributed to the Landlord upon the deposit into the closing escrow by the parties hereto, within 30 days after the date of the receipt by Landlord of the respective option exercise, of all documents and other items required to complete the purchase and the issuance by the said title company of its later date title commitment showing title to the Premises to be in the Tenant, subject only to the matters permitted hereby. Any and all costs of closing, including, but not limited to, title, escrow, recording, any and all brokers' commissions and transfer stamp fees and charges shall be paid by the customary party. The Landlord agrees to pay a commission of ~~2.5%~~ <sup>+5%</sup> of the purchase price to Jennifer Johnson of @ Properties. Said commission shall be paid from Seller's proceeds at the time of closing. LISTEN OFFICE.

F. WARRANTIES AND REPRESENTATIONS OF LANDLORD: Landlord warrants and represents to Tenant and its successors and assigns that at the time of the closing:

- (1) Landlord shall have good and merchantable title to the Premises.
- (2) Except for the Permitted Exceptions, including those title defects and objections accepted by Tenant, the title to the Premises shall be free and clear of all encumbrances, taxes (except those not due or delinquent), assessments, and covenants, restrictions, and reservations of record.
- (3) Landlord will have advised Tenant in writing of any pending or threatened condemnation or eminent domain proceeding of any kind pertaining to the Premises and of which Landlord or its agents, servants and employees have knowledge.
- (4) To the best of Landlord's knowledge and belief, there will be no violations of any statutes, regulations or ordinances of any applicable governmental body existing upon the Premises, nor will any uncorrected notice thereof have been received by the Landlord or its agents, servants or employees.
- (5) All warranties and representations made herein shall be in full force and effect as of the date of the closing hereof and shall survive the closing for a period of six (6) months after the date of the last closing of a purchase of lots.

G. The provisions of the Uniform Vendor and Tenant Risk Act of the State of Illinois shall be applicable to this Option to Purchase, except as may be otherwise provided herein. Further, the parties hereto shall act in accordance with any other statutes, laws, ordinances, or regulations which may be applicable to the subject transaction.

G. Real estate taxes and other similar items shall be prorated as of the date of each closing hereof. Any real estate taxes which are due and payable on or prior to the date of the closing hereof shall be paid by the Landlord. Real estate taxes not yet due and owing shall be prorated based upon 110% of the last ascertainable tax bill.

H. All assessments, either general or special, for improvements completed or not completed prior to the date of closing, whether matured or unmatured, shall be paid in full by Tenant.

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I. Landlord makes no covenant, representation, or warranty as to the suitability of the Premises for any purpose whatsoever or as to the physical condition of the Premises. Tenant acknowledges that portions of the Premises were, or may have been, used for various operations and for storage of products and by-products from those operations, some of which may have been toxic or hazardous substances. Tenant acknowledges having inspected the Premises and hereby waives any and all objections to or complaints about physical characteristics and existing conditions, including, without limitation, sub-surface conditions and solid and hazardous wastes and hazardous substances on, under or related to the Premises. Tenant further acknowledges and agrees that the Premises is to be sold and conveyed to and accepted by Tenant in its present condition, As is.

J. Tenant shall fully indemnify Landlord from and against any loss, cost, expense or liability, including attorneys' fees, arising from any of the foregoing matters. The provisions of this Paragraph 16 shall survive the closing of any purchase of the Premises contemplated by this Agreement.

PROPERTY OF COOK COUNTY CLERK'S OFFICE  
 K ONLY SURVEY TO BE THAT PROVIDED AT LOT 29 CLOSING  
 DATED AND TITLE SUBJECT TO ALL ITEMS OF SAID SURVEY.

SEE NEXT PAGE FOR SIGNATURES -

Tenant

Landlord

L. First Months Rent 329.50 As follows:

Rent 500.00

Credit 150.00 (As Allowed For Permits)

Credit 20.50 (50% Recording Fee - Lease)

329.50

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ATTORNEYS' TITLE GUARANTY FUND, INC.

## LEGAL DESCRIPTION

**Legal Description:**

Lots 28 and 29 in Block 6 in Robert S. Disney's Irving Park Subdivision of the West 25 acres of the East 1/2 of the Northwest 1/4 of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian (except the East 12 rods of the South 40 rods thereof), in Cook County, Illinois.

**Permanent Index Number:**

Property ID: 13-14-118-047-0000 & -048-0000

**Property Address:**

3724 W. Sunnyside Ave.  
Chicago, IL 60625

Property of Cook County Clerk's Office



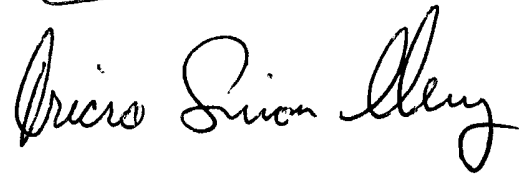
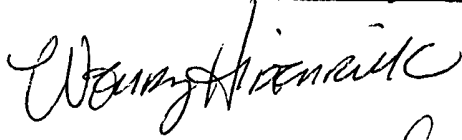
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TENANT:

LANDLORD:

Wendy Hidenrick and Benjamin Porter

Eric Murray and Tricia Murray



Property of Cook County Clerk's Office