This document prepared by OFFICIAL COP 09014222

and when recorded mail to: LAW OFFICES OF NEAL M. GOLDBERG 39 S. LASALLE ST. SUITE 1200 CHICAGO, IL 60603

8653/0063 04 001 Page 1 of 9 1999-10-28 09:03:27 Cook County Recorder 37.00



7836682-D2-CEP

This Space for Recorder's Use Only

COLLATERAL ASSIGNMENT OF LEASE

For good and valuable corstoration, NANTA BURANAKANCHANA, as Assignee of 540 LAKE SHORE VENTURE, an ill-nois limited partnership, as Beneficiary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement known as Trust No. 55149, c/o THE HABITAT COMPANY ("Assignor"), does hereby assign, set over and transfer unto SUCCESS NATIONAL BANK, a National Banking association ("Bank"), for security purposes, any and all interest that Assignor has or may acquire pursuant to a certain Industrial Loft Lease (hereinafter referred to as "Lease") dated June 16, 1993, by and between NANTA BURANAKANCHANA, as Assignee of 540 LAKE SHORE VENTURE, an Illinois limited partnership, as Beneficiary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreemen known as Trust No. 55149, c/o THE HABITAT COMPANY, as Lessor, and MAY WEBER/THE MAY WEBER FOUNDATION, as Lessee, as well as any and all extensions, amendments, agreements, options, addendum and/or renewals thereof. That said Lease is for the property commonly known as Unit S7, 540 North Lake Shore Drive, Chicago, Cook County, Illinois, the legal description of which is attached hereto and made a part hereto as Exhibit "A."

That this Assignment is accepted by SUCCESS NATIONAL BANK for collateral purposes only, and SUCCESS NATIONAL BANK, under the terms hereof, assumes no responsibility or liability for any of the obligations and responsibilities set forth under said Lease.

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That this Assignmen is given as wither consideration for an extension of credit by SUCCESS NATIONAL BANK to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated August 15, 1997 and known as Trust No. 123256-01 and NANTA BURANAKANCHANA, as represented by a certain Promissory Note bearing even date in the amount of ONE MILLION AND 00/100THS DOLLARS (\$1,000,000.00) and any and all renewals, modifications or extensions thereof, and same is hypothecated as additional security for said loan. Furthermore, said Assignment shall stand as additional security for the full and prompt payment to SUCCESS NATIONAL BANK at maturity and at all times thereafter for any and all indebtedness, obligations and liabilities of every kind and nature or AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Fress Agreement dated August 15, 1997 and known as Trust No. 123256-01 and NANTA BURANAKANCHANA, to SUCCESS NATIONAL BANK, howsoever evidenced, whether now existing or nereafter created or arising, whether direct or indirect, absolute or contingent, or joint or several, and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral or otherwise.

That AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated August 15, 1997 and known as Trust No. 123256-01 and NANTA BURANAKANCHANA do hereby represent and warrant that pursuant to the terms of the Lease, that all payments are current and that there has been no default pursuant thereto. That AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated August 15, 1997 and known as Trust No. 123256-01 and NANTA BURANAKANCHANA do further represent and warrant that said Lease has not been assigned or pledged by them as collateral security for any other indebtedness and that they are hereby authorized and not prohibited from pledging the same as collateral.

That a copy of said Lease and any and all amendments, agreements, addendum and/or options thereto, is attached hereto and made a part hereof as Exhibit "B."

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This Agreement is mered into this Ut lay Loctober, 19 Pat Lincolnshire, Illinois.

ASSIGNORS:

COLLATERAL ASSIGNEE:

NANTA BURANAKANCHANA, as Assignee of 540 LAKE SHORE VENTURE, an Illinois limited partnership, as Beneficiary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement known as Trust No. 55149, c/o THE HABITAT COMPANY

SUCCESS NATIONAL BANK a National Banking Association

BY: plaina m. Him, AUA

BY: NANTA BURANAKO ACHANA

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated August 15, 1997 and known as Trust No. 123256-01

BX faved Loverfeld

ITS: ASSISTANT VICE PRESIDENT

ATTEST: Attestation not required by American National Bank and Trust Company of Chicago Bylaws

ITS:

NANTA RURANAKANCHANA

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such trustee. It is expressly understood and agreed that all the warranies, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not person ally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the trustee on account of any warranty, indemnity, representation covenant, undertaking or agreement of the Trustee in this instrument.

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assign\nb6.cal

UNOFFICIAL COPY LEGAL DESCRIPTION

PARCEL 1:

2ND FLOOR AND ABOVE) THE MORTH 29.51 FEST OF THE SOUTH 36.72 FEST OF THE WEST 51.04 FEST TOGETHER WITH THE SOUTH 7.21 FEST OF THE WEST 45.39 FEST OF LOT 29 LYING ABOVE A VERTICAL PLANE HAVING AN ELEAVATION OF +27.06 FEST CHICAGO CITY DATUM IN CIRCUIT COURT PARTITION OF THE OGDEN ESTATE SUBDIVISION OF FARTS OF BLOCKS 20, 31 AND 32 IN KINZIS'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 MORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, INLINOIS.

PARCEL 2:

(1ST FLOOR AND DELOW) LOT 29 (EXCEPT THE EAST 19.00 FEET TAKEN FOR WIDENING LAKE SHORE DRIVE) LYING BELOW A VERTICAL PLANE HAVING AN ELEVATION OF +27.06 FEET CHICAGO CITY DATUM LISO EXCEPTING THE NORTH 18.78 FEET OF ,T SOUTH 20.50 FEET OF ,T WEST 73.34 FEET LYING ABOVE A VERTICAL OLANE HAVING AN ELEVATION OF +13.65 FEFT CHICAGO DATUM IN CIRCUIT COURT PARTITION OF THE COGEN ESTATE SUBDIVISION OF PARTS OF BLOCKS 2, 31, AND 32 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF ENCTION 10, TOWNSHIP 39 MORTH, RANGE EAST OF THE THIRD PRINCIPAL MERIDIAN, 13 COOK COUNTY, ILLINOIS.

PARCEL 3:

2ND FILOR & ABOVE) THE SOUTH 36.75 FIRT OF THE EAST 63.78 FEET TOGETHER WITH THE SOUTH 36.70 FEET OF THE WEST 64.12 FEET (EXCEPT THE BORTH 23.20 FEET OF THE SOUTH 36.70 FEET OF THE WEST 56.00 FEET, AND BYO EXCEPTING THE SOUTH 13.50 FEET OF THE WEST 60.00 FEET) OF LOT 30 LYING ABOVE A WAPTICAL PLANE HAVING AN ELEVATION OF +26.06 FEET CHICAGO CITY DATUM IN CIRCUIT COPET PARTITION OF THE OGDEN ESTATE SUBDIVISION OF PARTS OF BLOCKS 20, 21 AND 32 IN XINZIE'S ADDITION TO CHICAGO IN THOUSTH 1/2 OF SECTION 10. TOWNSHIP 39 NORTH, RANGE AND EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

(1ST FLOOR) LOT 30 (EXCEPT THE NORTH 23.20 PRET OF THE SCUTH 36.70 PRET OF THE WEST 56.00 FRET ALSO EXCEPTING THE SOUTH 13.50 PRET OF THE WEST 60.00 PRET, AND ALSO, EXCEPTING THE WEST 34.70 PRET OF, T EAST 35.75 PRET OF THE NORTH 72.28 PRET (EXCEPT THE WEST 19.25 PRET OF THE SOUTH 9.74 PRET THEREOF) LYING A LOWER ELEVATION OF +13.54 PRET CHICAGO CITY DATUM AND LYING BELOW A VERTICAL PLANE HAVING AN UPPER ELEVATION OF +27.06 PLPY CHICAGO CITY DATUM IN CIRCUIT COURT PARTITION OF THE OGDEN ESTATE SUBDIVISION OF PARTS OF BLOCKS 20, 31 AND 32 IN KINZIE'S ADDITION TO CHICAGO IN THE MORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

(RASMENET LEVEL) THE SOUTH 36.75 FEET OF THE EAST 63.78 FEET, ALSO SOUTH 36.70 FEET OF THE WEST 64.12 FEET (EXCEPT THE MORTH 23.20 FEET OF THE SOUTH 36.70 FEET

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OF THE WEST 56.01 PEET, ALSO EXCEPTING THE SOUTH 13.50 FEET OF THE WEST 60.00 FEET)
LYING ABOVE A VERTICAL PLANE HAVING A LOWER ELEVATION OF +4.05 FEET CHICAGO CITY
DATUM AND LYING BELOW X VERTICAL PLANE HAVING AN UPPER ELEVATION OF +13.54 FEET
CHICAGO CITY DATUM TOWNTHER WITH THE WEST 18.00 FEET OF, T WORTH 72.30 FEET LYINF
ABOVE A VERTICAL PLANE HAVING A LOWER ELEVATION OF +10.97 FEET CHICAGO CITY DATUM
SELOW A VERTICAL PLANE HAVING A WUPPER ELEVATION OF +13.54 FEET CHICAGO CITY DATUM
OF 10T 30 IN CIRCUIT COURT PAYATION OF THE OGDEN ESTATE SUBDIVISION OF PARTS OF
BLOCKS 20, 31 AND 32 IN KINETICS ADDITION TO CHICAGO IN THE HORTH 1/2 OF SECTION 10,
TOWNSHIP 39 MORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLIHOIS.

PARCEL 6:

(GROUND UNDER MASEMENT) LOT 30 (EXCEPT THE FORTH 23.00 PEET OF THE SOUTH 36.70 PEET OF THE WEST 56.00 FRET, ALSO EXCEPTING THE SOUTH 13.50 FRET OF THE WEST 60.00 FRET) LYING BELOW A VERTICAL PLANE HAVING AN ELEVATICA OF +4.05 FRET CHICAGO CITY DATUM IN CIRCUIT COURT PARTITION OF THE OGDEN ESTATE SUBJIVISION OF PARTS OF ELOCKS 20, 31 AND 32 IN KINETE'S ADDITION TO CHICAGO IN THE MORTH 1/2 OF SECTION 10. TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOF COUNTY, ILLINOIS.

Commonly known as: 540 North Lake Shore Drive, Chicago, Illinois

P.I.N.: 17-10-211-012

17-10-211-022 17-10-211-023

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INDUSTRIAL LOFT LEASE NO. 12 004

GEORGE & COLE

INDUSTRIAL LOFT LEASE

CAUTION: Consult a lawyer before using or ecting under this larm. Meanier the Sudapher nor the sadar of this larm large and washingto with reagaint thinkess includes any warrings of thinks and back or beness for a published burson

DATE OF LEASE	TERM OF	TERM OF LEASE	
June 16, 1993	BEGINNING	ENDING	•
	August 1, 1993	July 31, 1994	\$245.00
ation of Premises:	Tala Chama Daine	Tarina Tarini	
	Lake Shore Drive,	Lower Level	

LESSEE

May Weber/The May Weber Foundation

President

212 E. Ontario St.

Chicago, IL 60611 ADDRESS

CC4 -2985

344-2043

OHIO LAKE SHORE DRIVE VENTURE. SOLE BENEFICIARY OF

American National Bank and Trust Co. . Chicago Trust Company of Chicago

Trust No. 55149. By The Habitat Company Agent for the Beneficiary

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely to the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

RENT

1. Less e si all pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until translation of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

ADDRESS

LESSOR

CONDITION AND UPKEEP OF PREMISES

2. Lessee has a amined and knows the condition of the Premises and has received the same in good order and repair, and ack low edges 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 in good regard, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damage; plumbing fixtures with others of equal quality, and will keep the Premises in a plumbing fixtures with others of equal quality, and will keep the Premises. in a clean and healthful condition (ccording to the applicable municipal ordinances and the direction of the proper public officers during the term of this case at Lessee's expense, 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 any way, will yield the proper public officers to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefor (t th) 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 hereir before 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 cance person, and will not subjet the same or any part thereof, nor assign this lease without in each case the staten 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 of which they are a part of increase the fire hazard of said building or disturb the tenants of such building or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow him gens, 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 unless thall serve in for the benefit of Lessor unless consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid. All elevators or other equipment to or about the Premises shall be operated solely at Lessee's risk, except such as may be operated exclusively by Lessor.

MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the I remit is or any building of which Premises are a part or related improvement during the term hereof, and in case of the filing of any such lien will promptly pay same. If default in payment thereof shall continue for thirty (30) Lays after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at 1 essor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any me ints so paid. including expenses and interests, shall be so much additional indebtedness hereunder due in a Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

INDEMNITY FOR ACCIDENTS

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

Except as provided by Illinois statute, 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 of which Premises are a part or related improvement 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 co-tenants, or other contractions of such building or improvement and manages arising from acts. occupants of such building or improvement, or of any owners, or occupants, of adjacent or contiguous property.

USE OF ELECTRICITY

If the Lessor shall furnish electric current for lighting or power to other tenants of the building during the term of this lease, then the Lessee agrees to purchase electric current for lighting or power from the Lessor only, and to pay to the Lessor for such electric current consumed and measured by meter, installed by the Lessor, at the rate established by a public utility providing electric service to the area. The charge for electric current shall be due and payable on or before the tenth day of the month following the period for which the charge is made; and in case the Lessee shall fail to make payment for electric current as in this clause provided.

PAGE 2

the Lessor may, without notice to the Lessee, shut off and discontinue the supply of electric current for light and power in the Premises, and such act of shutting off the electric current shall not be held or pleaded as an eviction or a disturbance in any manner whatever of the Lessee's possession, or relieve Lessee from the payment of rent when due, or vary or change any other provision of this lease, or render the Lessor liable for damages of any kind whatsoever.

It is mutually agreed that the Lessor, upon giving thirty days' prior notice in writing of his intention so to do, may discontinue supplying electric current to the Lessee without in any way affecting the other provisions of this lease, and the Lessor agrees that before he shall discontinue supplying electric current to the Lessee he will provide for the Lessee another source of supply of electric current and will connect the Premises with such other source of supply.

8. Lessor will furnish to Lessee during the term of this lease all necessary water for sanitary purposes, used in connection with the toilets and wash basins located in the Premises. If Lessee shall require water for purposes other than those above mentioned. Lessor may install a water meter and furnish water to Lessee for purposes other than above named at the same rate that Lessor shall be required to pay to its supplier of water, for the amount of water indicated by said meter as being used by Lessee.

Should Lessee fail to pay the bills for such water and for electric current and gas, when due, Lessor shall have the right to pay same, the amount whereof, together with any sums paid by the Lessor to keep the Premises in a healthy condition as above specified, are declared to be so much additional rent, and to be payable with the next installment of rent due hereunder.

- 9. Lessor will furnish Lessee, from October 1st to May 1st, heat when necessary for the purpose for which said premises are leased, from 8:00 o'clock A.M. to 5:30 o'clock P.M., except Saturdays after 1:00 o'clock P.M., Sundays, and legal holidays. Lessee shall have use of elevators in common with other tenants daily (except Saturdays after 1:00 o'clock P.M., Sundays, and holidays) during said hours. Lessor shall not be liable for failure to supply heat or elevator service occasioned by the breaking down of machinery or equipment or by strikes, accidents, unavoidable delays, or causes beyond the control of Lessor.
- 10. Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the sat it. It to make any needful 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
- 11. It causes 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 tends of upon such terms as Lessor may deem fit, subject to Illinois statute; 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. Lesser agrees to satisfy and pay all deliciency monthly during the remaining period of this lease.
- 12. Lessee will, a. ib. ermination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing to 13 do, will pay as liquidated damages for the whole time such possession is withheld, the sum of (S) Dollars per day, but the provisions of this clause shall not be held as a valver by Lessor of any right of re-entry, as hereinafter set forth, nor shall the receipt of said rent, or any part ther of, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the trim a creby granted for the period still unexpired, for a breach of any of the covenants herein.
- 13. There shall not be allowed, kept, or sed 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 in amount, and stored, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances, now or he center in force.
- 14. 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. I 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 (to the extent permitted by law) without process (f law, and to remove Lessee, or any persons occupying the same, without prejudice to any remedies which aid of therwise be used for arrears of rent, and Lessor shall have, at all times, the right to distrain for rent are and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter require, or have an interest in, whether exempt by law or not, as security for payment of the rent here is reserved.
- 15. Lessee does hereby irrevocably constitute any attorney of any Com of Record in any State or of the United States, attorney for him and in his name, from time to time, to ware the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Lessor, his here, executors, administrators, successors 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 plaintum, actorney's fees in or about the entry of said judgment, and for said purposes to file in said cause his cognovic thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may introvice in any such proceeding, and waiving and releasing all right of appeal and right to writ of error, and ionsenting to an immediate execution upon such judgment. If there be more than one lessee this warrant of attrace 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 a continuing power, and may be exercised as frequently as occasion may require.)
- 16. In case the Premises shall be rendered untenantable by fire, or other easualty, 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.
- 17. 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.

WATER

HEAT AND

ACCESS TO PREMISES

ABANDON-MENT AND RELETTING

> EXTRA FIRE HAZARD

RE-ENTRY

CONFESSION OF JUDGMENT

FIRE AND CASUALTY

PAYMENT OF FEES

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DOOP OF Where in this instrument masculine pronounce are used, or words indicating the singular number appear, such words shall be considered as if ferminine or neuter pronouns or word, 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 Less or 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. including a rider consisting of _ pages numbered 1 to. This lease consists of_ identified by Lessor and Lessee. IN TESTIMONY WHEREOF, the parties hereto have executed this instrument this day and year first above written. (SEAL) (SEAL) ASSIGNMENT BY LESSOR 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_ (SEAL) GUARANTEE

(SEAL)

(SEAL)

Note: Use Form Number 12-1P for assignment by Lessee.

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URBAN PROPERTIES, INC.

MANAGERIENY - SALES - LEASING - DEVELOPMENT

6230 N. Clark Street Chicago, IL 60660 Tel. 773.274.8100 Fax.773.274.8448

LEASE EXTENSION AND MODIFICATION AGREEMENT

between

May Weber Foundation Storage and Urban Properties, Inc., as agent

09014222

NOW, in consideration of the mutual agreement and covenants set forth, said lease is hereby

extended for a period of 1 year from January 1, 1999 to December 31, 1999.

The monthly rent is modified to \$100,00 due and payable on the First of each and every month, commencing 3/1/99.

For the premises at: 540 N. Lake Shore Drive, #S7

The security deposit shall be increased by \$0.00. Upon acceptance of this agreement, the security deposit increase must accompany this agreement. Tensor hereby acknowledges receipt of Security Deposit Receipt, (prior to increase requested) attached hereto.

It is expressly understood that in all other resperts, raid terms and conditions of the above described lease shall be in full force and effect. Attached hereto and made part of this Lease are (a) III. Assoc. of Realtors' Form 421, Pre-1978 Housing Rental and Leases Disclosure of Lead-Based Paint Information, and (b) UPI Riders. Lesses acknowledges receipt of EPA booklet 'Protect Your Family From Lead In Your Home' and 'Chicago Kraid and Indiord Tenant Ordinance Summary and Security Deposit and Interest Rate Summary'.

This Extension and Modification Agreement shall bind the heirs, executors, administrators, and assigns of the respective parties.

Please sign BOTH COPIES and return to Urban Properties, Inc. They will then be countersigned and one returned to you.

Lessocitions The Farmatation

Agent for URBAN FFCPERTIES, INC. (Owner or Agent authorized to manage the apartment and to just for or on behalf of the Owner for the purpose of service of process and for the purpose of receiving and receipting for notice and demands)

Lessee Tenant

Please provide current phone Numbers:

home 3/2 6042885 Work: 312944 2043

RECEIPT FOR SECURITY DEPOSIT

As of January 1, 1999, I have received \$0.00 as Security Deposit, \$0.00 as Per Deposit, \$0.00 as Parking Deposit, and \$0.00 as Key Deposit on behalf of the Landlord and Agent, Urban Properties, Inc., for the above described dwelling unit, 540 N. Lake Shore Drive, #57 Chicago, IL..

Gaye Novak, Account Manager