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1012329043

Doc#: 1012329043 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/03/2010 12:20 PM Pg: 1 of 7

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NO. 15C

REV 2003

ILLINOIS ASSOCIATION OF REALTORS
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NOT FURNISHED CHICAGO APARTMENT LEASE

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT
	BEGINNING	ENDING		
6/1/07	6/1/07	6/1/2032	4250	0

ADDITIONAL CHARGES AND FEES

Late Charge \$ 25.00 Returned Check Charge \$ 25.00 Relisting Charge \$ 0 Parking Fee \$ 0 Laundry Room Fee \$ 0

Social Security No. _____ Storage Fee \$ 0

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

TENANT: MCM 1527 LLC DBA NATALINO'S

LESSOR: J+M MANAGEMENT II COMPANY INC

APARTMENT: BOTTOM SPACE GROUND FLOOR

ADDRESS: 40 J+M 1527 LLC

BUILDING: 1523-27 W. CHICAGO AVE

CITY: CHICAGO, ILLINOIS 60622

PHONE: (708) 207-4788

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.

5-12-100 Building Code Violations

Tenant is hereby notified that, during the 12 month period ending to the date of execution of this lease, the following code violations have been cited for the Apartment and/or the Building and the following notices have been received from the City of Chicago or any utility provider regarding termination of utility services. If none write "none". If enforcement litigation is pending, also state the case number)

ADDITIONAL AGREEMENTS AND COVENANTS (including DECORATING AND REPAIRS), IF ANY

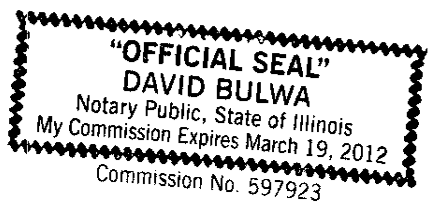
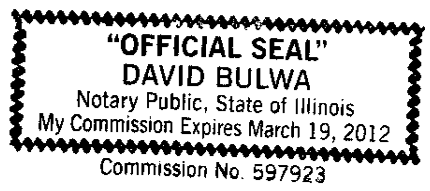
LEASE INCLUDES TAXES PROPERTY !!

25YR LEASE WITH OPTION TO BUY

ALL IMPROVEMENTS TENANT IS RESPONSIBILITY

TENANTS: *[Signature]*
MANAGING MEMBER
[Signature]

SIGNATURES: *[Signature]* VP SEC
MANAGING MEMBER
[Signature]



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LEASE AGREEMENTS AND COVENANTS

1. **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.

2. **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 cannot deliver possession of the Apartment to Tenant on the date set for commencement of the Term, this Lease shall remain in full force and effect with rent abated until such time as the Apartment is available for Tenant's occupancy, unless Tenant elects to maintain an action for possession of the Apartment, or, upon written notice to Lessor, elects to terminate this Lease.

3. **APPLICATION:** The application for this Lease and all representations and promises contained therein 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.

4. **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.

5. **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 in whole or in part as payment of such amounts as are 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 any part thereof within thirty (30) days of said application. If the application is no 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 15), the Security Deposit or any portion thereof remaining unapplied shall be returned to Tenant in accordance with applicable law.

The Security Deposit shall not be deemed, construed or allocated by Tenant as payment of rent for any month of the lease term.

6. LESSOR TO MAINTAIN:

- A. Tenant hereby declares that Tenant has inspected the apartment, the Building and all related areas and grounds and that Tenant is satisfied with the physical condition thereof. **Tenant agrees that no representations, warranties (expressed or implied) or covenants with respect to the condition, maintenance or improvements of the Apartment, Building, or other areas have been made to Tenant except (1) those contained in this Lease, the application, or otherwise in writing signed by Lessor and (2) those provided under applicable law.**
- B. Lessor agrees that Lessor will perform work set forth in this Lease within a reasonable time not to exceed 30 days from the commencement of the Term hereof.
- C. Lessor covenants that all times during the Term hereof, Lessor shall maintain the Apartment and the Building to the following minimum standards:
- (1) Effective weather protection, including unbroken windows and doors;
 - (2) Plumbing facilities in good working order;
 - (3) A water supply which either under the control of Tenant is capable of producing hot and cold running water, or under the control of Lessor produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewerage system;
 - (4) Heating (and, if furnished, air conditioning and ventilation) facilities in good working order which, if under the control of Tenant, are capable of producing, or, if under the control of Lessor, produce heat (and, if furnished, air conditioning and ventilation) in fixtures provided (and no other) within reasonable accepted tolerances and during reasonable hours. (In the case of heat, minimum tolerances shall be those established by municipal code);
 - (5) Gas and/or electrical appliances which are supplied by Lessor in good working order, and appropriate gas piping and electrical wiring system to the extent existing in the Building maintained in good working order and safe condition;
 - (6) Building, grounds and areas under the control of Lessor in clean, sanitary and safe condition free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;
 - (7) Adequate and appropriate receptacle(s) for garbage and rubbish, and, if under the control of Lessor, in clean condition and good repair;
 - (8) Floors, stairways, and railings and common areas in good repair;
 - (9) Apartment floors, walls and ceilings in good repair and safe condition; and
 - (10) Elevators (if existing) in good repair and safe condition.
- D. It is, however understood and agreed that buildings are physical structures subject to aging, wear, tear, abuse, inherent defects, and numerous forces causing disrepair or breakdown beyond Lessor's reasonable control, and that components and skilled workmen are not always immediately available. Lessor's costs of operation are fixed and unavoidable and to permit rent abatement or damages to Tenant would create an intolerable burden on Lessor, other tenants and surrounding neighborhood. It is, therefore, understood and agreed that 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; (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; or (5) Lessor's not having actual knowledge of such defective conditions may be asserted by Lessor as a defense in any action against Lessor for breach of covenant based upon the duties of Lessor to maintain the Apartment or Building.

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E. 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).

7. **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., shall be Tenant's sole responsibility.

8. **TENANTS 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 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 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.

9. **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 Apartment into the refuse receptacles provided; (C) properly use and operate all appliances, electrical, gas and plumbing fixtures; (D) not place in the Apartment or Building any furniture, plants, animals, or any other things which harbor insects, rodents, or other pests; (E) keep out of the Apartment or Building materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Lessor's fire insurance carrier; (F) not destroy, deface, damage, impair, nor remove any part of the Building or Apartment facilities, equipment or appurtenances thereto; (G) prevent any person in the Apartment or Building with Tenant's permission from violating any of the foregoing Tenant obligations; and (H) maintain the smoke detector in the Apartment in accordance with applicable law. Tenant shall not suffer or commit any waste in or about the Apartment or Building and shall, at Tenant's expense, keep the Apartment in good order and repair (except to the extent Lessor has in this Lease agreed to do so). On termination of this Lease, Tenant shall return the Apartment to Lessor in like condition, reasonable wear excepted.

10. **ALTERATIONS, ADDITIONS, FIXTURES, APPLIANCES, PERSONAL PROPERTY:** Tenant shall make no alterations or additions nor install, attach, connect, or maintain in the Apartment or any part of the Building, interior or exterior, major appliances or devices of any kind without in each and every case the written consent of Lessor and then, if granted, only upon the terms and conditions specified in such written consent.

11. **ACCESS:** At Lessor's discretion, Lessor shall be provided with and may retain and use any keys necessary for access to the Apartment. Lessor reserves the right in accordance herewith to enter the Apartment in order to inspect same, make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the Apartment to prospective or actual purchasers, mortgagees, tenants (within 60 days or less prior to the expiration of this Lease), workmen, or contractors, or as is otherwise necessary in the operation and/or protection of the Building, its components or persons therein. In the event repairs or maintenance elsewhere in the Building unexpectedly require access and in any case of apparent or actual emergency, Lessor may enter the Apartment at any time without notice, except that Lessor shall give Tenant notice within two days after such entry. In all other cases, entry by Lessor shall be in accordance with agreement with Tenant or, if same is impractical or refused after two days notice

and Tenant, subject to the restrictions set forth in Paragraph 12 hereof, except that where there are only one or two persons named or remaining as Tenants herein, then, in the event of the death of one or both Tenant(s), the surviving Tenant and/or the heirs or legal representatives of the deceased Tenant may terminate this Lease at the end of any calendar month within 120 days of said occurrence by giving Lessor not less than 45 days prior written notice.

19. **NOTICES:** Except as herein provided, any demand to be made or notice to be served, including those provided by statute, shall be construed to mean notice in writing signed by or on behalf of the party giving same, and served upon the other party (A) in person, or (B) by certified or registered mail, return receipt requested, postage prepaid, at the address herein set forth or at such other address as either party may designate by written notice to the other. Notice by mail shall be deemed given, served and effective at the time deposited into the United States Mail, regardless of when received. Notice served in person on Tenant may be served and left with some person residing in or in possession of the Apartment above the age of 12 years, and in the event of an apparent abandonment, notice may be served by posting same on the door of the Apartment in addition to service by mail in accordance herewith. Notices served in person on Lessor may be served on any office employee of Lessor, or, if Lessor receives rent at its home, in the same manner as on Tenant.

20. **RULES AND REGULATIONS:** The rules and regulations at the end of this Lease shall be a part of this Lease. Tenant covenants and agrees to keep and observe these rules and regulations as may later be promulgated by Lessor or Lessor's agent for the necessary, proper and orderly care of the Building (provided such later rules do not materially change the terms contained in the body of this Lease).

21. **RESIDENT TO INSURE POSSESSIONS / LIMITATIONS OF LANDLORD LIABILITY:** Lessor is not an insurer of Tenant's person or possessions. Tenant agrees that all of Tenant's person and property in the Apartment or elsewhere in the Building shall be at the risk of Tenant only and that Tenant will carry such insurance as Tenant deems necessary therefor. Tenant further agrees that, except as provided under applicable law and except for instances of negligence or willful misconduct of Lessor, its agents or employees, Lessor, its agents and employees shall not be liable for any damage to the person or property of Tenant or any other person occupying or visiting the Apartment or Building, sustained due to the Apartment or Building or any part thereof or any appurtenances thereof becoming out of repair (as example and not by way of limitation), due to damage caused by water, snow, ice, frost, steam, fire, sewerage, sewer gas or odors; heating, cooling, and ventilating equipment, bursting leaking pipes, faucets, and plumbing fixtures; mechanical breakdown or failure; electrical failure; the misuse or non-operation of observation cameras or devices (if any), master or central television equipment, and antennas (if any), cable television equipment (if any) or mailboxes; or due to the happening of any accident in or about the Building; or due to any act or neglect of any other tenant or occupant of the Building or any other person. Further, except as provided under applicable law, Lessor shall not be liable to Tenant for any damage to the person or property of Tenant sustained due to, arising out of, or caused by, the acts or omissions of any third party whether or not such third party is a tenant of the Building.

22. **REMEDIES CUMULATIVE, NON-WAIVER.**

- A. All rights and remedies given to Tenant or to Lessor shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law.
- B. No waiver of any breach or default of either party hereunder shall be implied from any omission by the party to take any action on account of a similar or different breach or default.
- C. Except as expressly prohibited by the Chicago Residential Landlord and Tenant Ordinance, no express waiver shall affect any breach other than the breach specified in the express waiver and such express waiver shall be effective only for the time and to the extent therein stated.

23. **TENANT'S WAIVER:** Tenant's covenant to pay rent is and shall be independent of each and every other covenant of this Lease; provided, however that nothing herein shall preclude Tenant from exercising the rights

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hereunder or by operation of law.

- B. Tenant agrees that in the event Tenant fails to vacate the Apartment upon termination of this Lease or Tenant's right of possession that:

- (1) Tenant shall pay as liquidated damages for the entire time that possession is withheld a sum equal to three times the amount of rent herein reserved, pro rated per day of such withholding, or Lessor's actual damages if same are ascertainable; or
- (2) Lessor, at its sole option, may, upon giving Tenant written notice, extend the term of this Lease for a like period of time not to exceed one year at such rent as Lessor has stated prior to said termination date; or
- (3) If Lessor fails to notify Tenant within 45 days of said termination date of Lessor's election under either (1) or (2), Tenant's continued occupancy shall be for a month-to-month term.
- (4) No action or non-action by Lessor except as herein provided, and except as expressly provided otherwise in the Chicago Residential Landlord and Tenant Ordinance, shall operate as a waiver of Lessor's right to terminate this Lease or Tenant's right of possession, nor operate to extend the Term hereof.

16. **EMINENT DOMAIN (CONDEMNATION):** If the whole or any subsequent part of the Building is taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Building, the term of this Lease shall, at the option of Lessor or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken be required for such use or purpose, and Lessor shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

17. **LESSOR'S MORTGAGE:** This Lease is not to be recorded and is and shall, hereafter, be deemed to be subordinate to any present or future mortgages on the real estate (or any part of it) upon which the Building is situated and to all advances upon the security of such mortgages.

18. **LEASE BINDING ON HEIRS, ETC.:** All the covenants and agreements of this Lease shall be binding and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor

shall not be liable for any loss or damage of or to any property placed therein. **Tenant should not store or leave valuable items in such areas.** The termination of this Lease for any reason shall also serve to terminate Tenant's right to use such storeroom, storage area, laundry room or parking spaces.

- I. "Building" as used herein shall include the entire physical structure located at and about the address hereinabove stated, including machinery, equipment and appurtenances which are a part thereof, grounds, recreational areas and facilities, garages and out-buildings, and other apartment buildings which form a complex owned or operated as a single entity.
- J. The invalidity or unenforceability of any provision hereof shall not affect or impact any other provision.
- K. The term "Chicago Residential Landlord and Tenant Ordinance" as used herein shall mean the Chicago Residential Landlord and Tenant Ordinance (Chicago Municipal Code ch. 5-12) as the same as heretofore been, and may from time to time hereafter be amended. In the event of an express conflict between the terms and provisions of this Lease and the terms and provisions of the Chicago Residential Landlord and Tenant Ordinance, the terms and provisions of the latter shall control.

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RULES AND REGULATIONS

These rules and regulations are for the mutual benefit of all tenants. Please cooperate. Violations may cause termination of your lease.

1. No pets or animals without written consent of Lessor or Lessor's agent (which may be revoked on (10) ten days notice at any time). No animals without leash in any public area of the Building.
2. Passages, public halls, stairways, landings, porches, balconies, terraces, elevators and elevator vestibules shall not be used for play or for any other purpose than for ingress to and egress from the Building or apartments, nor shall any person be permitted to congregate or play in or around the common interior areas of the Building. All personal possessions must be kept in the Apartment or in other storage areas if provided.
3. All furniture, supplies, goods and packages of every kind shall be delivered through the rear or service entrance, stairway or elevator.
4. Carriages, velocipedes, bicycles, sleds and the like shall not be allowed in the lobbies, public halls, passageways, courts or elevators of the Building, and are to be stored only in places designated for their storage by Lessor.
5. Laundry and drying apparatus shall be used in such a manner and at such times as Lessor may clearly post in such area. Clothes washers and dryers, and dishwashers, unless installed by Lessor, cannot be kept in the Apartment.
6. The use of garbage receptacles or incinerators shall be in accordance with posted signs and only garbage and refuse wrapped in small, tight parcels, may be placed in garbage receptacles or incinerator hoppers. Aerosol cans or inflammable materials shall be placed in garbage receptacles or dropped into the incinerator only if so posted. They are highly explosive.
7. No sign, signal, illumination, advertisement, notice or any other lettering, or equipment shall be exhibited, inscribed, painted, affixed or exposed on or at any window or on any part of the outside or inside of Apartment or Building without prior written consent of Lessor.
8. No awnings or other projections including air conditioners, television or radio antennas or wiring shall be attached to or extend beyond the outside walls of the Building.
9. Tenant shall not alter any lock or install a new lock or a knocker or other attachment on any door of the Apartment without the written consent of Lessor, except as provided under applicable law in which case Tenant shall provide Lessor with the key to any new lock.
10. No waste receptacles, supplies, footwear, umbrellas, or other articles shall be placed in the hall, on the staircase landings, nor shall anything be hung or shaken from the windows or balconies or placed upon the outside window sills.
11. No noise, music or other sounds shall be permitted at any time in such manner as to disturb or annoy other occupants of the Building.
12. The water closets, basins and other plumbing fixtures shall not be used for any purpose other than for those for which they were designed; no sweepings, rubbish, rags or any other improper articles shall be thrown into them. Any damage resulting from misuse of such facilities shall be paid for by Tenant.
13. There shall be no cooking or baking done in or about the apartment except in the kitchen. **Cooking on a barbecue or other similar equipment on a porch, terrace, or balcony is expressly forbidden.**
14. If Lessor provides television master antenna hookup, only Lessor's authorized agent shall install Tenant's television set to master antenna and Tenant agrees to pay installation cost and annual maintenance fee. Tenant shall permit access to disconnect hookup for nonpayment. Tenant agrees to pay \$50.00 liquidated damage to Lessor's authorized agent for each illegal hookup in Tenant's Apartment.
15. No furniture filled with a liquid or semi-liquid shall be brought in or used in the Apartment.
16. Except as otherwise required by applicable law, Lessor shall have no obligation to cause or allow cable television service to be installed in the Building or the Apartment. In the event that cable television service is provided in the Building or Apartment, Tenant understands and agrees that (a) Lessor cannot and shall not be liable to Tenant for any damage suffered by or to the person or property of Tenant due to improper or inadequate cable television installation reception, (b) Lessor shall have no obligation or responsibility to collect any fee on behalf of any provider of cable television service, and (c) Tenant shall provide access to the Apartment at all reasonable hours to allow the installation, repair or maintenance of the cable television equipment in the Building or the Apartment.

Guarantee

On this Sunday May 11, 2008 in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Tenant, Tenant's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.


 _____ (SEAL)

_____ (SEAL)



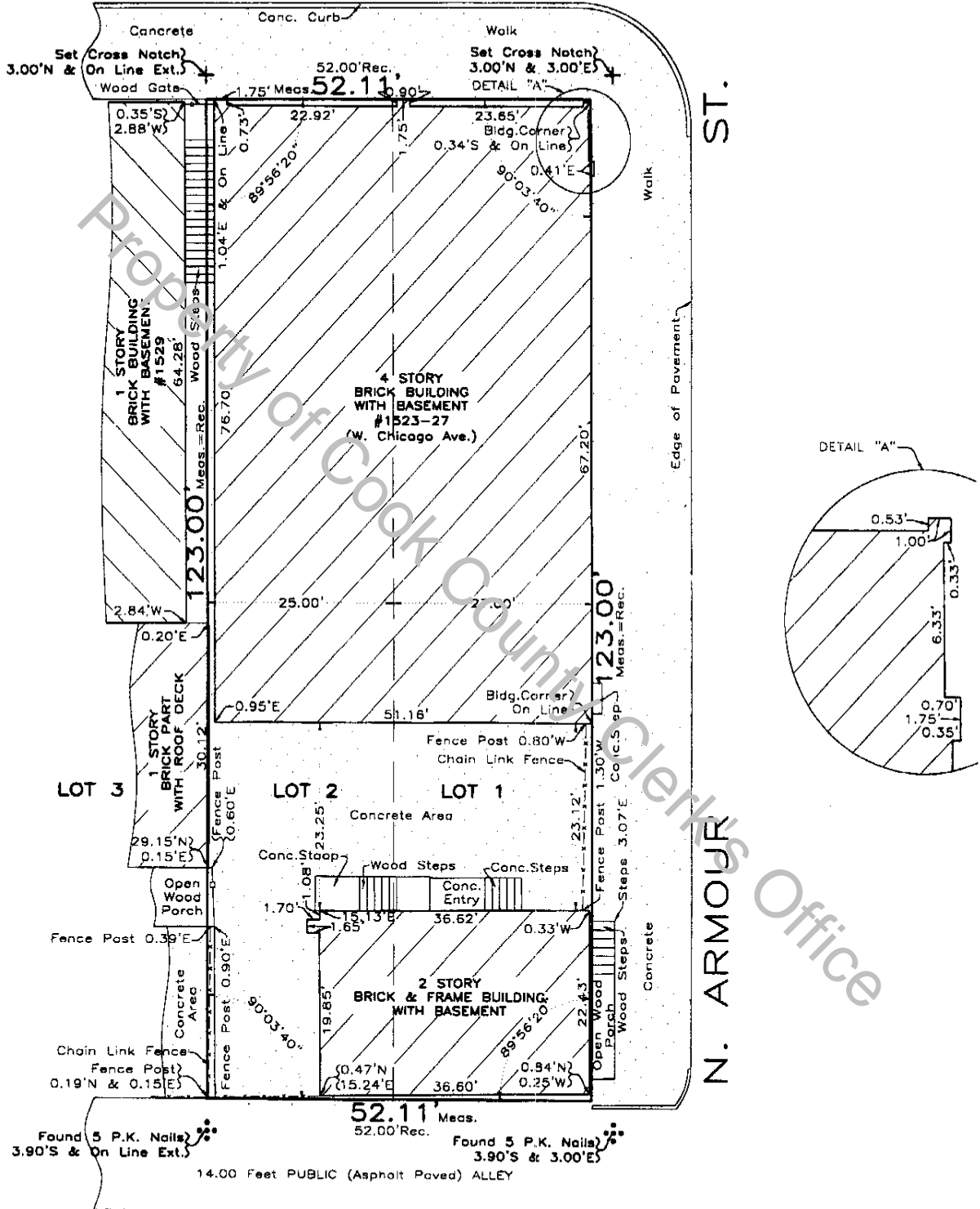
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TOTAL NET AREA: 6,409.52 SQ.FT. = 0.1471 ACRE

COMMONLY KNOWN AS: 1523-27 WEST CHICAGO AVENUE, CHICAGO, ILLINOIS.

17-08-100-10-0000

W. CHICAGO AVE.



ST.

N. ARMOUR

Office