

# UNOFFICIAL COPY

10/2/13  
This instrument prepared by:

Kenneth Hartmann  
2580 Foxfield Drive  
Suite 104  
St. Charles, IL 60174

After recording mail to:

Kenneth Hartmann  
2580 Foxfield Drive  
Suite 104  
St. Charles, IL 60174



Doc#: 1327319034 Fee: \$80.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/30/2013 10:48 AM Pg: 1 of 22

(Above Space for Recorder's Use Only)

## MEMORANDUM OF LEASE

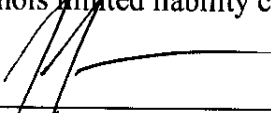
Apartments 1, 4, 5 and 6, 1421 North State Parkway

KNOW ALL MEN BY THESE PRESENTS THAT, North State Parkway Finance, LLC, an Illinois limited liability company, whose address is 1636 N. Bosworth, Unit C-1, Chicago IL 60642, hereby certifies that the Lease attached hereto as SCHEDULE A is a true copy of the following Lease, which is a Lease of the property described on attached SCHEDULE B.

PROPRIETARY LEASE DATED NOVEMBER 1993 EXECUTED BY VERONICA S. O'NEILL, AS LESSEE, AND 1421 NORTH STATE PARKWAY TENANTS CORPORATION, AS LESSOR, LEASING APARTMENT 1, 4, 5 AND 6 IN BUILDING LOCATED ON THE PROPERTY COMMONLY KNOWN AS 1421 N. STATE PARKWAY, CHICAGO IL.

**NORTH STATE PARKWAY FINANCE, LLC,**  
an Illinois limited liability company

Dated September 23, 2013.

By:   
Name: Michael N. Lerner  
Its: Manager

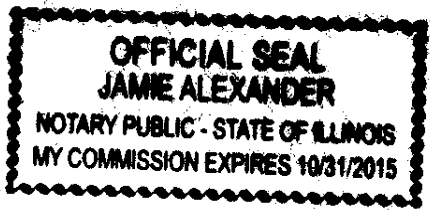
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Michael N. Lerner, a Manager of North State Parkway Finance, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25<sup>th</sup> day of September, 2013.

Jamie Alexander  
Notary Public



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**SCHEDULE A**

**THE LEASE**

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A large, thick, black scribble consisting of several vertical, wavy lines that completely obscures the text underneath it.

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1421 NORTH STATE PARKWAY TENANTS CORPORATION,

PROPRIETARY LEASE

COPY

AGREEMENT, made as of November, 1993, between 1421 North State Parkway Tenants Corporation, an Illinois corporation having its office at 1421 North State Parkway, Chicago, Illinois and being the sole holder of the beneficial interest in American National Bank and Trust Company of Chicago Trust No. 77408 (hereinafter called the "Lessor") and VERONICA S. O'NEILL, presently residing at 1421 N. State Parkway, (hereinafter called the "Lessee").

## WITNESSETH:

Whereas the Lessor is the owner of a parcel of land and the building thereon known as and by the street number 1421 North State Parkway, Chicago, Illinois, and legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Building"); and

Whereas the Lessor, in accordance with a plan to provide cooperative ownership of apartments in the Building, has leased or proposes to lease the apartments in the Building to the several owners of its capital shares by instruments known as proprietary leases; and

Whereas the Lessee is the owner of 55% of the capital shares of the Lessor which have been allocated to the Apartment hereinafter designated;

Now, Therefore, in consideration of the premises and of the rents, covenants and agreements hereinafter set forth, the Lessor hereby leases to the Lessee, subject to the terms and conditions hereof and the Lessee hires from the Lessor, all the rooms as presently partitioned on the 45th floor of the Building, known as Apartment 1426, and as delineated in Exhibit "B" attached hereto and made a part hereof (and hereinafter referred to as the "Apartment"), along with the right to the exclusive use and possession of the Limited Common Areas contiguous to and/or serving the Apartment, as further delineated on Exhibit "B", subject, however to the perpetual, non-exclusive easement created by the By-Laws of the Corporation for reasonable ingress and egress to each apartment and portion of the Common Areas upon, over and along the Limited Common Areas;

To Have and to Hold the Apartment with its appurtenances unto the Lessee, his legal representatives and authorized assigns from November, 1993 until the 30th day of September, 2056 (unless the term shall sooner expire as hereinafter in this Lease provided) at a rent, for each year or portion of year, during said term, equal to that proportion of the Lessor's Cash Requirements (as determined by the Board of Directors of the Lessor and as hereinafter defined) for such year or portion of year which the number of capital shares specified in the recitals of this Lease bears to the total number of capital shares of the Lessor issued and outstanding on the date of the determination of Lessor's Cash Requirements, together with the additional rent hereinafter provided. Rent shall be payable in monthly installments, in advance at such place as shall be determined from time

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to time by resolution of the Board of Directors of the Lessor, and additional rent shall be payable at the same place and as hereinafter provided.

The failure of the Board of Directors of the Lessor to determine the Lessor's Cash Requirements for any year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of the Lessee from the obligation to pay the rent or any installment thereof, but the Lessor's Cash Requirements last determined for any year or portion thereof shall thereafter continue to be the basis for determining the rent until the Lessor's Cash Requirements shall be redetermined.

The power and authority to determine and establish the amount of, and to require payment of, the Lessor's Cash Requirements and the rent above provided for, shall be possessed only by the Board of Directors of the Lessor, and not by any creditor, receiver or trustee of the Lessor or any representative of any such creditor, receiver or trustee of the Lessor or by any Board of Directors elected by any such creditor, receiver or trustee or by the representative of any such creditor, receiver or trustee. Every such determination by the Board of Directors, within the bounds of this agreement of Lease, shall be final and conclusive as to the Lessee, and any expenditures made by the Lessor's officers, or by Lessor's duly appointed managing agent under the direction or with the approval of the Lessor's Board of Directors, within the bounds of this Lease, shall, as against the Lessee, be deemed necessarily and properly made.

1. The Lessor and Lessee shall always in good faith endeavor to observe and promote the cooperative purposes for the accomplishment of which the Lessor was incorporated.

2. In every proprietary lease heretofore executed by the Lessor that has been specified, and in every proprietary lease hereafter executed by it there shall be specified, the number of capital shares of the Lessor allocated to the apartment covered thereby, which number, in relation to the total number of capital shares of the Lessor then issued and outstanding, shall constitute the basis for fixing, as hereinbefore provided, the proportionate share of the Lessor's Cash Requirements which shall be payable as rent by the Lessee. In the event that, after the fixing of the amounts payable as rent by lessees under proprietary leases for any period of time, one or more additional proprietary leases be made, thus increasing the aggregate number of shares specified in all proprietary leases, the rent to be paid under such additional lease or leases, unless and until the Board of Directors of the Lessor shall otherwise fix the rent to be paid under all proprietary leases, shall be at the same rate per capital share specified in such additional lease or leases as is applicable to the capital shares specified in all other proprietary leases in effect at the time of the fixing and determination of the Lessor's Cash Requirements, and the rent payable for such period of time by lessees under such other proprietary leases shall not be modified or affected by any increase in the aggregate number of shares specified in all proprietary leases.

3. The Lessee shall pay the rent to the Lessor or, if so directed by the Lessor, to its duly appointed managing agent, without any deduction on account of any set-off or claim which the Lessee may have against the Lessor.

4. The Lessee shall not occupy or use the Apartment, or permit the same or any part thereof to be occupied or used, for any purpose other than as a private dwelling apartment or, subject to the provisions of Paragraph 5 hereof, by anyone other

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than the Lessee, Members of the Lessee's Family, and the Lessee's employees and servants.

5. The Lessee shall not sublet the whole or any part of the Apartment for any term to any person or persons or permit the same to be occupied by any persons other than Members of the Lessee's Family, the Lessee's employees and servants, unless consent thereto shall have been duly given by the Lessor or a majority of the then authorized total number of directors of the Lessor or the holders of two-thirds of the capital shares of the Lessor then issued and outstanding which shall be evidenced by an instrument, in writing, signed by an officer of the Lessor pursuant to due authorization: (i) of the Board of Directors of the Lessor; or (ii) of a majority of the then authorized total number of directors of the Lessor; or (iii) of the holders of two-thirds of the capital shares of the Lessor then issued and outstanding, as the case may be, and the Board of Directors or shareholders of the Lessor, as the case may be, may condition any consent given to a proposed subletting upon compliance by the Lessee with any requirements made with respect to such subletting and upon the payment by the Lessee of all expenses incurred by the Lessor and/or shareholders of the Lessor in connection with such subletting. Whenever the Lessee applies for consent to any subletting the Lessee shall deliver to the Lessor a copy of the proposed sublease to which consent is requested.

Notwithstanding the foregoing, however, no consent or payment of any kind shall be required with respect to any subletting by the Lessee to a Member of the Lessee's Family, as hereinafter defined.

6. The Lessee shall not assign this Lease or transfer the shares allocated to the Apartment or any interest therein, and no such assignment or transfer shall take effect as against the Lessor for any purpose, until:

(a) an instrument of assignment, executed and acknowledged by the assignor, shall have been delivered to the Lessor;

(b) an agreement by the assignee assuming and agreeing to perform and comply with all the covenants and conditions of this Lease to be performed or complied with by the Lessee from and after the effective date of the assignment shall have been executed and acknowledged by the assignee and delivered to the Lessor, but no such assumption agreement shall be required if the assignee surrenders the assigned lease and enters into a new proprietary lease for the remainder of the term as herein provided;

(c) all capital shares of the Lessor allocated to the Apartment shall have been duly transferred to the assignee, with any required transfer stamps affixed;

(d) (i) all sums due from the Lessee under this Lease; and (ii) a sum to be fixed by the Board of Directors to cover reasonable legal, title search and other expenses incurred by the Lessor and its managing agent, if any, and the fee of said managing agent, if any, in connection with such assignment and transfer of shares shall have been paid to the Lessor.

(e) consent to such assignment shall have been duly given by an instrument, in writing, signed either: (i) by a majority of the then authorized total number of directors of the Lessor; or (ii) when duly authorized either by a resolution of the Lessor's Board of Directors or by the holders of two-thirds of the shares of the Lessor then issued and outstanding, by any officer of the Lessor, provided that no such consent shall be required in the

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case of an assignment, transfer, devise or bequest of this Lease to the Lessee's spouse.

In the event the Lessee (or any one of them) shall die during the term of this Lease, the Board of Directors of the Lessor shall not unreasonably withhold consent to any assignment or transfer of this Lease and the shares allocated to the Apartment by devise or bequest or by assignment by the administrator or executor of the Lessee, provided that such devisee, legatee or assignee shall be a financially responsible Member of the Lessee's Family, as hereinafter defined (other than the Lessee's spouse as to whom no consent is required).

Whenever, under the provisions of the Lease, the Lessee shall be permitted to assign and shall so assign this Lease, and the assignee shall assume all of the unfulfilled obligations of the Assignor hereunder either by an instrument in writing delivered to the Lessor or by surrendering the assigned lease and entering into a new lease for the remainder of the term, the Assignor shall have no further liability on any of the covenants of this Lease thereafter to be performed. At the option and election of the Lessor any assigned lease shall be surrendered and cancelled and a new proprietary lease for the remainder of the term of this Lease shall in such case be entered into between the Lessor and the assignee.

Neither the Lessee nor his executor, administrator or personal representative, nor any trustee or receiver of the property of the Lessee, nor anyone to whom the interest of the Lessee shall pass by law, shall be entitled to assign this Lease or to sublet or use the Apartment, or any part thereof, except upon compliance with the requirements of this lease. The restrictions on the subletting and the occupancy of the Apartment and on the assignment of this Lease, as hereinbefore set forth, are an especial consideration and inducement for the granting of this Lease by the Lessor to the Lessee.

No demand or acceptance of rent from any assignee hereof, or from any subtenant or other person in possession, shall constitute or be deemed to constitute a consent to or approval of any assignment, sublease or occupancy.

A pledge of capital shares of the Lessor and an assignment of this Lease in connection therewith as collateral security shall not be deemed a violation of any covenant or condition of this Lease relating to the transfer of such shares or the assignment of this Lease, but neither the pledgee nor any transferee of the pledge shall have the right to vote said shares or to acquire ownership thereof or to acquire a proprietary lease of the Apartment by assignment or otherwise, or to sublet or occupy the Apartment except upon compliance with all of the provisions of Paragraphs 5 or 6 of this Lease.

7. If the Lessee shall at any time sublet the Apartment, with or without the Lessor's consent, and shall default in the payment of any rent, the Lessor may, at its option, as long as such default shall continue, demand and receive the rent due or becoming due from such subtenant to the Lessee, up to an amount sufficient to pay all sums due from the Lessee to the Lessor, and any such payment of such subrent to the Lessor shall be sufficient payment and discharge of such subtenant as between such subtenant and the Lessee to the extent of the amount so paid.

8. Subject to the provisions of Paragraph 15 hereof, the Lessor shall maintain and operate the Building as a first-class apartment house, and: (a) shall keep the lobbies, public halls,

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Building and the apartments therein, and the Lessor shall have the right to collect the same, as additional rent, for its own account and the account of other lessees. In addition to decorating the Apartment and putting and keeping the interior of the Apartment in good repair, as aforesaid, the Lessee shall be responsible for the maintenance or replacement of any plumbing fixtures, ranges, lighting fixtures, refrigerators and other equipment that may at any time be in the Apartment.

11. The Lessee shall not, without first obtaining the written consent of the Lessor (which consent shall not be unreasonably withheld or delayed), make in the Apartment, or on any terrace or balcony appurtenant thereto, any structural alteration or any alteration of the water, gas or steam pipes, electrical conduits or plumbing, or any through-wall air conditioning unit or equipment installation, nor shall the Lessee install any electrical or other equipment which shall impose an excessive load on such pipes, conduits or plumbing or on existing water, gas, steam or electric supplies or, except as hereinafter authorized, remove any additions, improvements or fixtures from the Apartment. If the Lessee or any prior lessee shall have heretofore placed or shall hereafter place in the Apartment any special additions, improvements or fixtures, such as and without limiting the generality of the foregoing, mantels, lighting fixtures, refrigerators, air-conditioning units and equipment, ranges, woodwork, panelling, ceilings, doors or decorations, then the Lessee shall have the right, during the term of this Lease, to remove the same at the Lessee's own expense, provided: (a) that the Lessee at the time of such removal shall not be in default in the payment of rent or additional rent or in the performance of any provision or condition of this Lease; (b) that prior to any such removal, the Lessee shall give written notice thereof to the Lessor; (c) that the Lessee shall pay the cost of any such removal and shall repair any damage to the Building and the Apartment resulting therefrom; and (d) that the Lessee shall replace and re-install at the Lessee's own expense any equipment that was in the Apartment at the beginning of the term or, at the Lessee's option, shall put the Apartment in tenable condition by installing standard equipment of a kind and quality customary in the Building and satisfactory to the Lessor.

On the expiration of the term hereby granted, or upon a sooner termination of this Lease, the Lessee shall surrender to the Lessor possession of the Apartment with all additions, improvements and fixtures then included therein, except as hereinabove provided. Any additions, improvements or fixtures not removed by the Lessee at or prior to the termination of this Lease shall be deemed abandoned and shall become the property of the Lessor. Any other personal property not removed by the Lessee at or prior to the termination of this Lease may be removed by the Lessor to any place of storage and stored for the account of the Lessee without the Lessor in any way being liable for trespass, conversion or negligence by reason of any acts of the Lessor or of the Lessor's agents, or of any carrier employed in transporting such property to the place of storage, or by reason of the negligence of any person in caring for such property while in storage.

12. In case there shall be filed a notice of mechanic's lien against the Building for, or purporting to be for, labor or material alleged to have been furnished or delivered at the Building or the Apartment to or for the Lessee, or anyone claiming under the Lessee, the Lessee shall forthwith cause such lien to be discharged by payment, bonding or otherwise; and if the Lessee shall fail to cause such lien to be discharged within five days after notice from the Lessor, then the Lessor may cause such



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lien to be discharged by payment, bonding or otherwise, without investigation as to the validity thereof or of any offsets or defenses thereto, and shall have the right to collect from the Lessee, as additional rent, all amounts so paid and all costs and expenses paid or incurred in connection therewith, including reasonable attorney's fees and disbursements, together with interest thereon from the time or times of payment. Any such sums shall be payable as and when bills therefor are rendered, and in case of failure on the part of the Lessee to pay same the Lessor, at its option, may add the amount thereof to the next installment of rent due under this Lease.

13. The Lessor and its agents shall be permitted to visit and examine the Apartment at any reasonable hour of the day, and workmen may enter at any reasonable time, when authorized by the Lessor or the Lessor's managing agent, if any, to make or facilitate repairs in any part of the Building and to remove such portions of the walls, floors and ceilings of the Apartment as may be required for the purpose of making such repairs, but the Lessor shall at its own cost and expense thereafter restore the Apartment to its former condition. If the Lessee shall not be personally present to permit entry into the Apartment at any time when an entry shall be necessary due to a situation of an emergency nature, the Lessor or the Lessor's agents may forcibly enter the Apartment without rendering the Lessor or such agent liable to any claim or cause of action for damages by reason thereof (if during such entry the Lessor shall accord reasonable care to the Lessee's property), and without in any manner affecting the obligations and covenants of this Lease; and the right and authority hereby reserved do not impose, nor does the Lessor assume by reason thereof, any responsibility or liability whatsoever for the care or supervision of the Apartment, or any of the pipes, fixtures, appliances or appurtenances therein contained or therewith in any manner connected, except as may be herein specifically provided.

14. (a) If the Lessee shall fail to make repairs as herein required, or shall fail to comply with any other covenant or condition of this Lease on his part to be performed, the Lessor may, after ten days' notice to the Lessee (or if the Lessee or any person dwelling in the Apartment shall expressly request the Lessor, its agents or servants, to perform any act not hereby required to be performed by the Lessor, the Lessor may, without such notice) make such repairs, comply with such covenant or condition, or perform such act or arrange for others to do the same, without liability on the Lessor; and, in such event, the Lessor, its agents, servants, and contractors shall, as between the Lessor and Lessee, be conclusively deemed to be acting as agents of the Lessee and all contracts therefor made by Lessor shall be so construed whether or not made in the name of the Lessee.

(b) The Lessee agrees to indemnify the Lessor against and to save the Lessor harmless from all liability, loss, damage and expense arising from injury to person or property occasioned by the failure of the Lessee to comply with any provision hereof, or due wholly or in part to any act, default or omission of the Lessee or any person dwelling or visiting in the Apartment, or by the Lessor, its agents, servants and contractors when acting as agent for the Lessee as in this Lease provided.

(c) In addition to other legal remedies hereinbefore or hereinafter provided for, in case of violation of any covenants by the Lessee, the same shall be restrainable by injunction and neither the mention herein nor the election hereafter of one or more of the remedies provided, shall preclude the Lessor from enforcing any other right, remedy, option, election or priority allowed by law, whether or not herein specifically set forth.

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policies or prejudice the right of the Lessor or recover thereunder. The Lessor agrees that it will request the Lessor's insurance carriers to include in each of the Lessor's policies a suitable clause or endorsement, as aforesaid, provided that no extra cost shall be charged therefor, and upon request, the Lessor or its managing agent, if any, shall advise the Lessee whether or not it has been able to obtain such a clause or endorsement in its policies.

18. If upon, or at any time after, the happening of any of the events mentioned in subdivision (a) to (h) inclusive of this Paragraph 18, the Lessor shall give to the Lessee a notice stating that the term hereof will expire on a date at least five days thereafter, the term of this Lease shall expire on the date so fixed as if that were the date originally fixed for its expiration, and all right, title and interest of the Lessee hereunder shall thereupon cease and expire, and the Lessee shall thereupon quit and surrender the Apartment to the Lessor, and thereupon the Lessor shall have the right to re-enter the Apartment and to remove all persons and personal property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law or in equity, or by force or otherwise, and to repossess the Apartment in its former estate as if this Lease had not been made, and no liability whatsoever shall attach to the Lessor by reason of the exercise of the right of re-entry, repossession and removal herein granted and reserved:

(a) If at any time during the term of this Lease the Lessee shall cease to be the owner of all of the capital shares of the Lessor which are hereinbefore stated to be owned by the Lessee and allocated to the Apartment, or if this Lease shall pass or be assigned to anyone who is not then the owner of all of said shares.

(b) If at any time during the term of this Lease: (1) the Lessee shall be adjudicated a bankrupt under the laws of the United States; or (2) a receiver of all of the property of the Lessee, or of this Lease, or of the capital shares of the Lessor allocated to the Apartment, shall be appointed under any provisions of the laws of the State of Illinois, or under any statute of the United States, or any statute of any state of the United States and the order appointing such receiver shall not be vacated within sixty days; or (3) the Lessee shall make a general assignment for the benefit of creditors; or (4) any of the capital shares of the Lessor owned by the Lessee and allocated to the Apartment shall be duly levied upon under the process of any court whatever unless such levy shall be discharged within thirty days; or (5) this Lease or the shares allocated to the Apartment shall pass by operation of law or otherwise to anyone other than the Lessee herein named or a person to whom such Lessee has assigned this Lease in the manner herein permitted (but this subsection (5) shall not be applicable if this Lease or the shares allocated to the Apartment shall pass to the executors or administrators of the Lessee).

(c) If at any time there be an assignment or purported assignment of this Lease without full compliance with the requirements of Paragraph 6 hereof, or if at any time there be any subletting hereunder without full compliance with the requirements of Paragraph 5 hereof, or if any unauthorized person shall be permitted to use or occupy the Apartment, and, in the case of any such subletting or unauthorized use or occupancy, the Lessee shall fail to cure such condition within ten days after written notice from the Lessor.

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(d) If the Lessee shall be in default for a period of one month in the payment of any rent or additional rent, or of any installment thereof herein provided for, and shall then fail to cure such default within ten days after written notice thereof shall have been given by the Lessor.

(e) If the Lessee shall default in the performance of any covenant or provision hereof, other than the covenant to pay rent or covenants otherwise provided for in this Paragraph 18, and shall fail to cure any such default within thirty days after written notice thereof shall have been given by the Lessor, provided, however, that if said default consists in failure to perform any act the performance of which requires any substantial period of time, then if within said period of thirty days such performance is commenced and thereafter diligently prosecuted to conclusion without delay and interruption, the Lessee shall be deemed to have cured said default.

(f) If at any time the Lessor shall determine, upon the affirmative vote of two-thirds of the then authorized total number of directors of the Lessor and the holders of two-thirds or more of the capital shares of the Lessor then issued and outstanding, at a meeting of such shareholders duly called to take action on the subject, that because of objectionable conduct on the part of the Lessee, or of a person dwelling in or visiting the Apartment, the tenancy of the Lessee is undesirable (it being understood, without limiting the generality of the foregoing, that repeatedly to violate or disregard the house rules hereto attached or hereafter established in accordance with the provisions of this Lease, or to permit or tolerate a person of dissolute, loose or immoral character to enter or remain in the Building or the Apartment, shall be deemed to be objectionable conduct).

(g) If at any time the Lessor shall determine, by action of its Board of Directors concurred in by the affirmative vote of two-thirds of the then authorized total number of directors, and upon the affirmative vote of the holders of two-thirds or more of its capital shares then issued and outstanding, at a shareholders' meeting duly called for that purpose, to terminate all proprietary leases.

(h) If at any time the Building or a substantial portion thereof shall be taken by condemnation proceedings.

19. (a) In the event of the Lessor's resuming possession of the Apartment either by summary proceedings, action of ejectment or otherwise because of default by the Lessee in the payment of rent or additional rent, or any part thereof, or on the expiration of the term under the provisions of subsections (c), (b), (c), (d), (e) or (f) of Paragraph 18 hereof, the Lessee shall continue to remain liable for payment of the rent which would have become due hereunder from time to time. No suit brought to recover any installment of such rent shall prejudice the right of the Lessor to recover any subsequent installment. After resuming possession, the Lessor may, at its option, from time to time: (i) relet the Apartment for its own account; or (ii) relet the Apartment as the agent of the Lessee, in the name of the Lessee or in its own name, for a term or terms which may be less than or greater than the period which would otherwise have constituted the balance of the term of this Lease, and may grant concessions or free rent, in its discretion. Within ten days after reletting the Apartment, as aforesaid, the Lessor shall notify the Lessee as to whether the Apartment has been relet for the account of the Lessee or for the Lessor's own account. The fact that the Lessor may have relet as agent for the Lessee shall not prevent the Lessor from thereafter notifying the Lessee that it proposes to relet for its own account and will no longer relet the Apartment as agent for the Lessee. If the Lessor relets the Apartment as agent for the Lessee, it shall, after reimbursing itself for its expenses in connection therewith, including a reasonable amount for decoration, alterations and repairs in and to the Apartment,

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apply the remaining avails of such reletting against the Lessee's continuing obligations hereunder. There shall be a final accounting between the Lessor and the Lessee upon the earliest of the four following dates: (1) September 30, 2056; (2) the date as of which a new proprietary lease covering the Apartment shall have become effective; (3) the date the Lessor gives written notice to the Lessee that it has relet the Apartment for its own account or that it will no longer relet the Apartment as agent for the Lessee; (4) the date upon which all proprietary leases of the Lessor terminate. From and after the date upon which the Lessor becomes obligated to account to the Lessee as above provided, the Lessor shall have no further duty to account to the Lessee for any avails of reletting and the Lessee shall have no further liability for sums thereafter accruing hereunder, but such termination of the Lessee's liability shall not affect any liabilities theretofore accrued.

(b) On the termination of this Lease under subdivisions (a), (b), (c), (d), (e) or (f) of Paragraph 18, or otherwise because of default by the Lessee, the Lessee shall surrender to the Lessor the certificate for the capital shares of the Lessor owned by the Lessee and allocated to the Apartment. Whether or not said certificate is surrendered, the Lessor may issue a new proprietary lease for the Apartment and issue a new certificate for the capital shares of the Lessor owned by the Lessee and allocated thereto. When a purchaser therefor is found, provided that the issuance of such shares and such lease to such purchaser is authorized in the manner provided in Paragraph 6(e) hereof. Upon such issuance the share certificate owned or held by the Lessee shall be automatically cancelled and rendered null and void. Upon the issuance of any such new proprietary lease and certificate, the Lessee's continuing liability hereunder, if not theretofore terminated, shall cease and the Lessee shall only be liable for rent and expenses accrued to that time. The Lessor shall apply the proceeds received from the issuance of such shares towards the payment of the Lessee's indebtedness hereunder, including interest, reasonable attorneys' fees and other expenses incurred by the Lessor, and if the proceeds are sufficient to pay the same, the Lessor shall pay over any surplus to the Lessee, but if insufficient the Lessee shall remain liable for the balance of the indebtedness.

20. This Lease may not be cancelled without the joint written consent of the Lessor and the Lessee.

21. Subject to all the applicable provisions of this Lease and to the use of any terrace or balcony by the Lessor to enable it to fulfill its obligations hereunder, if the Apartment embraces a terrace or balcony or a portion thereof, the Lessee shall have and enjoy the exclusive use of such terrace or balcony. The Lessee shall not install any walls, enclosures, awnings or plantings on any such terrace or balcony, except with the prior written approval of the Lessor or its managing agent. It shall be the Lessee's duty to keep such terrace or balcony clean and free from ice, snow and debris and to provide proper drainage therefor and the Lessor shall have no duties or obligations with respect to any of such matters. The Lessor shall have the right to erect on the roof of the Building, for its use and for the use of other lessees, radio or television aerials and antennae or other necessary or desirable improvements and the Lessor and/or

22. The Lessor hereby establishes the house rules appended to this Lease for the management and control of the Building, and may also from time to time alter, amend and repeal such rules and make additions thereto as its Board of Directors may reasonably deem necessary or desirable, and this Lease shall be in all respects subject to the appended rules, to all reasonable changes and modifications therein, and to all new rules of which notice has been given to the Lessee, and the Lessee shall obey all such

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rules and see that they are faithfully observed by his family, guests, employees and subtenants, but the Lessor shall not be responsible to the Lessee for the non-observance or violation of such rule by any other lessee or person other than employees of the Lessor.

23. This Lease is and shall remain subject and subordinate to: (a) all present and future mortgages constituting liens on the Building and/or the land on which it stands and to any and all extensions, modifications, consolidations, replacements, and renewals thereof; (b) all present and future ground, underlying or overriding leases affecting the Building and/or the land on which it stands and to all extensions, modifications, replacements and renewals thereof; and (c) all present and future mortgages affecting any such ground, underlying or overriding leases and to any and all extensions, modifications, consolidations, replacements and renewals thereof. The Lessee shall at any time, and from time to time, on demand, execute any instruments that may be required by any lessor of any ground, underlying or overriding lease or any mortgagee or by the Lessee for the purpose of more fully subjecting this Lease to the lien of any such mortgage, ground, underlying or overriding lease, and the duly elected officers, for the time being, of the Lessor and each of them is hereby irrevocably appointed the attorney-in-fact and agent of the Lessee to execute the same upon such demand, and the Lessee hereby certifies any such instrument hereafter executed by virtue of the power of attorney hereby given.

24. The Lessor shall keep full and correct books of account at its principal office or at such other place in Chicago, Illinois as the Board of Directors may from time to time determine, and the same shall be open during all reasonable hours to inspection by the Lessee or his representatives. The Lessor shall deliver to the Lessee within four months after the end of each fiscal year an annual report of corporate affairs including a balance sheet and operating statement certified by an independent certified public accountant.

25. In the event that, as of the date of the commencement of this Lease, any third party should be in possession or have a right to possession of the Apartment pursuant to any lease, rental or occupancy agreement or as a statutory tenant or otherwise, then the Lessor does hereby assign to the Lessee any and all of the Lessor's rights therein or against said third party, including the right to collect rent falling due and becoming payable after the date of the commencement of this Lease and under such lease, rental or occupancy agreement, statutory tenancy or other arrangement, and the Lessor shall deliver to the Lessee any and all leases and other documents in its possession relating thereto.

26. In the event that as of the date of the commencement of this Lease the Lessee has the right to possession of the Apartment under any lease, rental or occupancy agreement or as a statutory tenant or otherwise, then this Lease shall supersede such prior lease, rental or occupancy agreement, statutory tenancy or other arrangement, and such prior lease, rental agreement, statutory tenancy or other arrangement shall be null and void and of no force and effect after the date of commencement of this Lease, except for tenant's or occupant's obligations which have theretofore arisen thereunder.

27. All proprietary leases of apartments in the Building heretofore executed are, and all such leases hereafter executed shall be, in the form of this Lease, except with respect to the statement as to the number of capital shares owned by the Lessee,

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until the form is amended for subsequent use and is approved by lessees owning at least two-thirds in amount of the Lessor's capital shares then issued and outstanding. The Lessor will not make or consent to any change or alteration in the terms or conditions of any proprietary lease which shall have been executed by the Lessor unless such change or alteration shall be similarly approved. Any such approval shall be evidenced by written consent or affirmative vote taken at a shareholders' meeting called for such purpose.

28. (a) The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants or conditions hereof, or to exercise any right or option herein contained, or to serve any notice, or to institute any action or proceeding, shall not be construed as a waiver of such default or a relinquishment for the future of the right to enforce such covenant or exercise such option or right thereafter but such covenant or option or right shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless in writing and signed by an officer of the Lessor pursuant to authority contained in a resolution of its Board of Directors.

(b) To the extent, if any, permitted by law, the respective parties shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the use or occupancy of the Apartment, or any claim of damages resulting from any act or omission of the parties in any way connected with this Lease or the Apartment.

29. If the Lessee shall at any time be in default hereunder and the Lessor shall incur any expense (whether paid or not) in performing acts which the Lessee is required to perform, or in instituting any action or proceeding based on such default, the expense thereof to the Lessor, including reasonable attorneys' fees and disbursements, shall be paid by the Lessee to the Lessor, on demand, as additional rent.

30. Any notice by the Lessor to the Lessee or by the Lessee to the Lessor shall be deemed to have been duly given, and any demand by the Lessor on the Lessee or by the Lessee on the Lessor shall be deemed to have been duly made, only if in writing and delivered personally or sent by certified or registered mail addressed to the Lessor, 1421 North State Parkway, Chicago, Illinois, or to the Lessee at 1421 North State Parkway, Chicago, Illinois or such other address as may be designated by the Lessor or the Lessee, as the case may be, in the manner herein set forth for the giving of notices.

31. The Lessee upon paying the rent and performing the covenants and complying with the conditions on the part of the Lessee to be performed and complied with as herein set forth, shall, at all times during the term hereby granted, quietly have, hold and enjoy the Apartment without any suit, trouble or hindrance from the Lessor.

32. The capital shares of the Lessor held by the Lessee and allocated to the Apartment have been acquired and are owned subject to the following conditions agreed upon with the Lessor and with each of the other proprietary lessees for their mutual benefit:

(a) The shares represented by each certificate are transferable only as an entirety.

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(b) The shares shall not be sold except to the Lessor or to an assignee of this Lease after compliance with all of the provisions of Paragraph 6 of this Lease relating to assignments.

33. Except as otherwise in this Lease provided, the references herein to the Lessor shall be deemed to include its successors and assigns, and the references herein to the Lessee or to a shareholder of the Lessor shall be deemed to include the executors, administrators, legal representatives, legatees, distributees and assigns of the Lessee or of such shareholder; and the covenants herein contained shall apply to, bind and inure to the benefit of the Lessor and its successors and assigns; and, subject to the provisions of Paragraph 6 hereof, the Lessee and the executors, administrators, legal representatives, legatees, distributees and assigns of the Lessee.

34. The provisions of this Lease cannot be changed orally.

35. If more than one person is named as Lessee hereunder, the Lessor may require the signatures of all such persons in connection with any notice to be given or action to be taken by the Lessee hereunder, including, without limiting the generality of the foregoing, the surrender or assignment of this Lease, or any request for consent to assignment or subletting. Each person named as Lessee shall be fully liable for all of the Lessee's obligations hereunder. Any notice by the Lessor to any person named as Lessee shall be sufficient, and shall have the same force and effect as though given to all persons named as Lessee.

36. If any clause or provision herein contained shall be adjudged invalid, such fact shall not affect the validity of any other clause or provision of this Lease, or give rise to any cause of action in favor of either party as against the other.

37. A. "Lessor's Cash Requirements" whenever used herein shall mean the amount in cash which the Board of Directors of the Lessor by resolution duly adopted shall in its judgment estimate to be necessary or proper: (1) for the operation, maintenance, care and improvement of the corporate property during the year or portion of the year for which such estimate is made; (2) the creation of such reserve for contingencies as may seem proper; and (3) the payment of, or establishment of a reserve for, any other obligations, except for that certain indebtedness secured by that certain Trustee Mortgage, dated May 21, 1976, by and between First Federal Savings and Loan Association, as mortgagee, and American National Bank and Trust Company of Chicago as Trustee under Trust No. 77408, as mortgagor, liabilities or expenses incurred (even though incurred during a prior period) or to be incurred - after giving consideration to: (a) income reasonably expected to be received during such period (other than rent under proprietary leases); and (b) surplus which the Board of Directors in its discretion may deem applicable. While the Board of Directors, of the Lessor may, from time to time, by resolution duly adopted, modify its prior estimates and increase or diminish the amount previously determined as cash requirements of the corporation for a year or portion thereof, no such determination shall have any retroactive effect on the amount of the rent payable by the Lessee for any period elapsed prior to the date of such determination.

Any sums which the Lessee may pay hereunder and which are used to meet the Lessor's Cash Requirements for mortgage amortization payments or any other mortgage principal payments, shall not be deemed income to the Lessor but shall be deemed contributions to the capital of the Lessor, and shall be credited by the Lessor upon its books to an account entitled "Paid-in Surplus."

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B. "Member of the Lessee's Family" as used herein, shall be deemed to mean the Lessee's spouse, parents, parents-in-law, brothers and sisters, children, grandchildren, children-in-law and stepchildren, nieces, nephews, or if the Lessee be more than one person, of any of the Lessees.

C. "Issued and outstanding" wherever used herein as relating to the capital shares of the Lessor shall be deemed to include only the capital shares of the Lessor issued to and outstanding in the names of persons holding proprietary leases on apartments in the Building, and shall not include any shares authorized but unissued, nor any shares previously issued, but returned to the treasury on cancellation of proprietary leases.

D. "Common Areas" as used herein; shall mean all of the property described in Exhibit "A" along with the Building thereon, excluding the individual apartments but including, without limitation, the land, foundation, roofs, walls, outside walks and driveways and parking areas. Structural columns located within the boundaries of an apartment shall be part of the Common Areas.

E. "Limited Common Areas" as used herein shall mean those portions of the Common Areas contiguous to and/or serving an apartment exclusively as an inseparable appurtenance thereto. Any portion of the Common Areas which by its nature or location is clearly intended to serve exclusively a certain apartment or apartments (but less than all of the apartments) or the lessee or lessees thereof shall be deemed a Limited Common Area. The Limited Common Areas shall include those patios, terraces, parking areas and corridors designated on Exhibit "B".

18. On the termination of all proprietary leases, whether by expiration of their terms, or otherwise, the Building and the other assets of the Lessor shall be operated and managed and disposed of in such manner as shall seem proper to the Board of Directors, provided, however, that a meeting of shareholders shall be held not later than one month after such termination at which the directors shall be instructed by vote of the holders of a majority of the shares of the Lessor as to the future management and operation of the corporate property.

19. Lessor is hereby given, and shall have at all times until the fulfillment of all of the obligations of Lessee hereunder, a first and valid lien upon the interest of Lessee hereunder, and upon the Apartment and all refrigerators, stoves, venetian blinds and attached floor coverings placed in or about the Apartment by Lessee whether exempt by law or not, and upon the shares of Lessor owned by Lessee, to secure the payment of any and all sums which may at any time become due to Lessor hereunder, which lien may, at the option of Lessor, be foreclosed in equity, or in any other lawful manner, at any time when any such sum or any portion thereof shall become past due hereunder; and in the event of any such foreclosure, a receiver may, at the option of Lessor, be appointed to take possession of any or all of the property covered by such lien and to collect all or such portion of the Apartment as such receiver shall, pursuant to order of court, see fit. The shares of Lessor held by Lessee are hereby continuously and irrevocably pledged by Lessee to Lessor as security for the due and punctual performance of any and all obligations of Lessee to Lessor pursuant to the provisions of this Lease. Lessor shall have and is hereby irrevocably given the right to sell such shares (and assign this Lease) in the event of a termination of this Lease under the provisions of paragraph 18 hereof. If Lessor is unable to obtain possession of the certificate for such shares and of Lessee's copy of this Lease from Lessee at the time of such sale, it may by resolution of its Board of Directors declare such certificate cancelled and such Lease terminated, and may issue a new certificate and a new



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Lease to the purchaser of such shares. Such shares may be sold by Lessor at public or private sale, on not less than thirty (30) days' notice in writing to Lessee, for cash or upon such terms of credit as may seem reasonable and proper to Lessor, and at any such sale Lessor or its agents may bid for and purchase such shares. The proceeds of such sale shall be applied first to the payment of any indebtedness of Lessee to Lessor hereunder, and next to the costs incurred by Lessor in connection with any defaults under and the termination of this Lease and the conduct of such sale, including reasonable attorney's and broker's fees. The balance, if any, of such proceeds, shall be paid to Lessee. Should the proceeds of such sale be insufficient to cover the indebtedness of Lessee and the costs above specified, Lessee shall be liable to Lessor for the difference. In the event of any such sale, Lessor shall have, and it is hereby irrevocably given, the right to enter into a proprietary lease with the purchaser of such shares covering the Apartment, and Lessee hereby recognizes the right of occupancy of any such lessee.

IN WITNESS WHEREOF, the Lessor has caused its corporate seal to be hereunto affixed and this instrument to be signed by its duly authorized officer, and the Lessee has executed this instrument under seal, the day and year first above written.

1421 NORTH STATE PARKWAY  
TENANTS CORPORATION, sole holder  
of the beneficial interest in  
American National Bank and Trust  
Company of Chicago Trust No. 77408

By: \_\_\_\_\_

President

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, not personally  
but solely as trustee under Trust  
No. 77408

By: \_\_\_\_\_

Its: \_\_\_\_\_

VERONICA S. O'NEILL  
Lessee

(L.S.)

\_\_\_\_\_  
Lessee

(L.S.)

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STATE OF ILLINOIS)  
 )SS  
 COUNTY OF COOK)

On the 21 day of NOVEMBER, 1943, before me personally appeared ANDREW W. M'GHAR, to me known, who being by me duly sworn, did depose and say that he resides at 1421 North State Parkway, Chicago, Illinois; that he is the President of 1421 North State Parkway Tenants Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
 Notary Public

STATE OF ILLINOIS)  
 )SS  
 COUNTY OF COOK)

On the 1 day of NOVEMBER, 1943, before me personally appeared VERONICA S. O'NEILL, to me personally known and known to me to be the individual(s) described in and who executed the foregoing instrument, and duly acknowledged to me that she (they) executed the same.

\_\_\_\_\_  
 Notary Public

STATE OF ILLINOIS)  
 )SS  
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, Grantor, personally known to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said national banking association, caused the corporate seal of said national banking association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_,

MY COMMISSION EXPIRES:

\_\_\_\_\_  
 Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 31 AND THE NORTH 5 FEET OF LOT 30 IN BLOCK 3 IN THE  
CATHOLIC BISHOP OF CHICAGO'S LAKE SHORE DRIVE ADDITION  
TO CHICAGO, BEING A SUBDIVISION OF THE NORTH 18.83  
CHAINS OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE  
14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

Property of Cook County Clerk's Office

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## HOUSE RULES

ONE. The public halls and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the Building.

TWO. Children shall not play in the public halls or stairways.

THREE. No lessee shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupants of the Building. No lessee shall play upon any musical instrument or permit to be operated a phonograph or a radio or television loudspeaker or other sound producing device in such lessee's apartment between the hours of eleven o'clock P.M. and the following eight o'clock A.M. if the same shall disturb or annoy other occupants of the Building, and in no event shall any lessee practice or suffer to be practiced either vocal or instrumental music for more than two hours in any day or between the hours of six o'clock P.M. and the following nine o'clock A.M. No lessee shall give vocal or instrumental instruction at any time.

FOUR. Each lessee shall keep such lessee's apartment in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors, windows, terraces or balconies thereof, any dirt or other substance.

FIVE. No articles shall be placed in the halls or on the staircase landings nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the Building.

SIX. No shades, awnings, window guards, ventilators or air conditioning devices shall be used in or about the Building except such as shall have been approved by the Lessor, which approval the Lessor shall not unreasonably withhold or delay.

SEVEN. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Building, except such as shall have been approved by the Lessor; nor shall anything be projected out of any window of the Building without similar approval.

EIGHT. No bicycles, scooters, shopping carts, baby carriages, or similar vehicles shall be allowed to stand in the public halls, passageways, areas or courts of the Building.

NINE. Water-closet and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus shall be paid for by the lessee in whose apartment it shall have been caused.

TEN. No bird or other animal shall be kept or harbored in the Building without permission of the Lessor. In no event shall dogs be permitted in any of the public portions of the Building unless carried or on leash.

ELEVEN. No radio or television aerial shall be attached to or hung from the exterior of the Building without the approval of the Lessor.

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TWELVE. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

THIRTEEN. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

FOURTEEN. Garbage and refuse from the apartments shall be deposited in such place and at such times and in such Lessor may direct.

FIFTEEN. The Lessor may retain a passkey to each apartment. The Lessee shall alter any lock or install a new lock on any door leading into his apartment without the prior approval of the Lessor, which approval the Lessor shall not unreasonably withhold or delay. If such approval is given, the Lessee shall provide the Lessor with a key for Lessor's use.

SIXTEEN. No contractor or workman shall be permitted to do any work in an apartment that would disturb any other resident between the hours of 6:00 P.M. and 8:00 A.M. or on Saturday, Sunday or legal holidays without the prior consent of the Lessor.

SEVENTEEN. Any consent, approval or permissions given under these house rules by the Lessor: (a) may be given by the Lessor's managing agent; (b) must be in writing; and (c) shall be revocable at any time.

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## SCHEDULE B LEGAL DESCRIPTION

THE LEASEHOLD ESTATE CREATED BY PROPRIETARY LEASE EXECUTED BY VERONICA S. O'NEILL, AS LESSEE, AND 1421 NORTH STATE PARKWAY TENANTS CORPORATION, AS LESSOR, DATED NOVEMBER 1993, LEASING APARTMENT 1, 4, 5 AND 6 IN BUILDING LOCATED ON THE FOLLOWING PROPERTY, COMMONLY KNOWN AS 1421 N. STATE PARKWAY, CHICAGO IL:

LOT 31 AND THE NORTH 5 FEET OF LOT 30 IN BLOCK 3 IN CATHOLIC BISHOP OF CHICAGO LAKE SHORE DRIVE ADDITION, BEING A SUBDIVISION OF THE NORTH 18 83/100 THIRDS OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX #: 17-03-102-011-0000

COMMON ADDRESS: APARTMENTS 1, 4, 5, AND 6 IN 1421 NORTH STATE PARKWAY, CHICAGO, IL