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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/22/2014 01:27 PM Pg: 1 of 7

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ASSIGNMENT OF PROPRIETARY LEASE OF CO-OPERATIVE APARTMENT

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Prepared By:

Wyszynski and Associates, P.C.
2500 E. Devon, Ste 250
Des Plaines, IL 60018

Return to:

Wyszynski and Associates, P.C.
2500 E. Devon, Ste 250
Des Plaines, IL 60018

REAL ESTATE TRANSFER TAX 22-Aug-2014



CHICAGO:	127.50
CTA:	51.00
TOTAL:	178.50

13-28-121-039-0000 | 20140501605711 | 1-816-852-608

REAL ESTATE TRANSFER TAX 22-Aug-2014



COUNTY:	8.50
ILLINOIS:	17.00
TOTAL:	25.50

13-28-121-039-0000 | 20140501605711 | 1-175-189-632

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ASSIGNMENT OF PROPRIETARY LEASE OF CO-OPERATIVE APARTMENT

FOR VALUE RECEIVED, Karol M. Zylinski, Assignor, assigns and transfers all right, title and interest the undersigned may have acquired in and to that certain Corporation Lease to Stockholder, dated May 13, 2010, together with all amendments thereto, if any, recorded in Cook County Recorder's office as Document No. 1015834045 on June 7, 2010, and executed between 2944 North Laramie Ave Building Corporation, Lessor and Iwona Zylinski (a.k.a Iwona Zylinska) and Karol M. Zylinski, Lessees, conveying the premises commonly known as Apartment #11, second floor, 2946 ½ No. Laramie Ave, Chicago, IL unto Iwona Zylinska, Assignee.

This is an absolute assignment without representation or warranty by assignor, consent to the assignment having been first had and obtained from Lessor.

Assignee accepts this assignment and covenants with Assignor that Assignee will hereafter keep and perform all the covenants and conditions of the said Corporation Lease to Stockholder on Lessee's part to be kept and performed.

IN WITNESS WHEREFORE, Assignor and Assignee have executed the Assignment this 19 day of July 2014

ASSIGNOR:

Zylinski Karol
Karol M. Zylinski

ASSIGNEE:

Iwona Zylinska
Iwona Zylinska

CERTIFICATE OF CONSENT TO ASSIGNMENT

The undersigned, President of 2944 North Laramie Ave Building Corporation, hereby certifies to the Assignor and the Assigns that, pursuant to the authority of a resolution of its Board of Directors, the said corporation has consented to the assignment of the lease referred to in the foregoing assignment in consideration of the promises and agreements set forth therein and in Assignees acceptance thereof.

The undersigned further certifies that all assessments due to the corporation are fully paid through the date hereof.

Helena Blaszcak
HELENA BLASZCZAK

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LEGAL DESCRIPTION:

APARTMENT 11 IN 2946-1/2 N. LARAMIE COOPERATIVE DESCRIBED AS FOLLOWS:
LOTS 15, 16, AND THE NORTH ½ OF LOT 17 IN SUBDIVISION NUMBER 27 IN THE
HULBERT FULLERTON AVENUE HIGHLANDS, SUBDIVISION NUMBERS 21 TO 29,
BOTH INCLUSIVE, BEING A SUBDIVISION IN THE NORTHWEST ¼ OF SECTION 28,
TOWNSHIP 40 NORTH, RANGE 13, LYING EAST OF THE 3RD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

PIN 13-28-121-039-0000

c/k/a 2946 N. Laramie, Apt. 11, Chicago, IL 60641

Property of Cook County Clerk's Office

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NO. 1204-S
PREPARED BY CHARLES S. MILAN
REVISED 7-54

JED E. COLE & CO CHICAGO
LEGAL BLANKS

CORPORATION LEASE TO STOCKHOLDER

Corporation Lease To Stockholder

THIS INDENTURE made this 13 day of May, 2010, A. D.M.K. by and between 2944 North Laramie Ave Building Corp. organized under the laws of the State of Illinois hereinafter called the "Lessor," and KAROL M. ZYLINSKI and IWONA ZYLINSKI of Chicago hereinafter called the "Lessee," WITNESSETH that

WHEREAS, the Lessor was heretofore incorporated for the purpose of acquiring, owning, erecting, leasing and operating an Apartment Building on the premises hereafter described, with the intent that the stockholders of the Lessor should have the right, subject to the approval of the Board of Directors of the Lessor, to lease and occupy apartments in said building under the terms and conditions set forth in the By-laws of the Lessor and the provisions of this Lease, so long as they are stockholders; and

WHEREAS, the Lessor is the owner of the following described land, with the building, improvements and appurtenances thereto attached or belonging, acquired for the purpose aforesaid situated in the City Chicago of the County of Cook and State of Illinois to-wit:

LOTS FIFTEEN (15) SIXTEEN (16) AND THE NORTH HALF (N1/2) OF LOT SEVENTEEN (17) IN SUBDIVISION NUMBER TWENTY SEVEN (27) IN THE HULBERT FULLERTON AVE HIGHLANDS, SUBDIVISION NUMBERS (21) TO TWENTY NINE (29) BOTH INCLUSIVE, BEING A SUBDIVISION IN THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY EIGHT (28) TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 2944 TO 2946 1/2 NORTH LARAMIE AVE, CHICAGO, IL.

And, WHEREAS, the capital Stock of the Lessor consists of 1005 shares of Common stock of no par value, and the Lessee is the owner and holder of 85 shares of said stock, and by reason of such ownership this lease is granted pursuant to a resolution of the board of Directors of the Lessor subject and under authority of the by-laws of the Lessor corporation, which By-Laws are herby referred to and made a part hereof;

NOW, THEREFORE, in consideration of the premises and of the covenants and conditions and provisions hereinafter contained, the Lessor has leased, and does hereby lease, to said Lessee, for a term beginning on the 13 day of May, 2010, A. D.M.K. and ending upon the expiration of the Charter of the Lessor unless sooner terminated, as hereinafter provided, all that certain home known as apartment 11 on the 2nd floor of the said Apartment Building above referred to and belonging to the Lessor as aforesaid; said apartment having its main entrance or entrances at 2946 1/2 N. Laramie Ave in the City of Chicago being one of the apartments in the building herein before referred to, together with the appurtenances thereto belonging;

To have and to hold the above granted premises by the Lessee upon the covenants, conditions and provisions hereinafter expressed.

PROVIDED, HOWEVER, and these presents are made, executed and delivered by the Lessor and accepted and executed by the Lessee upon the express condition, that this Lease and the term hereby created shall cease and determine at the option of the Lessor on the happening of any one of the following events or contingencies:

A. In case the Lessee hereunder (or Lessee's assigns, in the event this Lease shall be assigned in accordance with the provisions hereof) shall at any time during the term of this Lease cease to be the owner of said stock, or if the Lessor, in addition to the stock required by any other lease which the Lessee may have with the Lessor hereunder, however, that in case of the death of the Lessee, the surviving spouse, if any, and if no surviving spouse, the other member or members of Lessee's family residing with Lessee at the time of his death, may continue to occupy said apartment for a period of eighteen months after the death of Lessee, upon the terms, covenants, provisions and conditions specified in this Lease, including those relating to occupancy and payment of assessments (if any), or if such surviving spouse or other member or members of decedent Lessee's family shall have succeeded to Lessee's right and interest in said shares of stock, and shall within said eighteen months produce proper evidence thereof, said shares of stock shall be transferred to such successor and a new lease in the term and tenor of this lease shall be made and executed by Lessee's legal representative, or if no such evidence is produced, or if such surviving spouse or member of his family or if some such other person is designated by proper evidence of rightful designation, express in writing by acceptance as tenant (within 30) days after written request so to do, accepted by the decedent, subject to the right of occupancy in the surviving spouse or member of decedent's family, if any, but if the Lessor shall consent, said shares of stock and Lease may be transferred to the person designated by the Lessor hereunder after said last above mentioned thirty days to purchase for cash, said stock and Lease of the then highest market value thereon, and should the parties hereto fail to agree on the value of such shares and Lease, the same shall be determined by appraisers, one appointed by the Lessor and one by the said designated person or the legal representative of the Lessee, who failing to agree, shall choose a third, who shall be the value to be fixed by any two of such appraisers, and the expense of appraisal shall be paid by the said designated person or the legal representative of the Lessee out of the amount realized from sale of the said shares and Lease. If the then stockholders shall not exercise the right of purchase within the time specified in this Lease, the person so designated or the legal representative of the Lessee may sell, convey and assign said stock and Lease to any acceptable party or parties, and the party or parties so receiving the same shall hold the same subject to all the obligations of the original stockholder and Lessee, and to all the covenants, conditions and provisions of this Lease.

B. In case at any time during the term of this Lease, the Lessee, or any of Lessee's successors in interest, shall be declared a bankrupt or made a general assignment for creditors, or a receiver of his property shall be appointed, or his said stock shall be levied upon and sold in the process of any court or sold pursuant to any agreement whereby it was pledged as collateral security;

C. In case of the sale of the above described real estate and building by the Lessor, provided, however, that the Lessee shall in case of such sale receive not less than thirty (30) days previous written notice of the proposed sale, and that in the event of the consummation of such sale this lease shall be terminated only after not less than six months previous notice in writing to Lessee of such termination;

D. In case at any time the Lessor shall determine upon the affirmative vote of the holders of three fourths in amount of its outstanding capital stock represented in person or proxy, of a stockholders meeting duly called by the Board of Directors 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 demised premises, the tenancy of the Lessee is objectionable, it being understood that the repeated violation or disregard of the rules and regulations as hereto provided, or the permitting or detaining of a person of dissolute, loose or immoral character to enter or remain in the building or demised premises, shall be deemed to be objectionable conduct;

E. In case the Lessee shall default in the performance of any covenant or provision hereof for thirty (30) days after written notice of such default shall have been given by the Lessor as hereinafter provided.

IN CONSIDERATION OF THE PREMISES, the Lessor, subject to the limitation of liability hereinafter stated, hereby covenants and agrees to and with the Lessee, as follows:

1. That the Lessee, upon paying the assessments hereinafter provided for to be paid and performing the covenants and conditions on Lessee's part to be performed, shall at all times during the term hereby created, quietly hold and enjoy the premises hereby demised.
2. That the Lessor will maintain and manage said building as a first class apartment house, keeping the alleys, yards, courts, public and private parts of the ground and buildings in good condition and repair and free from obstruction, and will keep said halls and stairs properly lighted and heated.

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(c) The stockholder desiring to make assignment shall make written application to the Board of Directors giving the name, address and occupation of the party to whom he proposes to assign his lease, together with any other information required by the Board of Directors. The Board of Directors shall pass upon application within ten days from the date of its receipt and the decision of the Board of Directors shall be final and conclusive, except that in case the application is refused by the Directors, the stockholders in interest shall have the right to appeal to the stockholders, as hereinbefore provided in Paragraph 5 and the succeeding paragraph hereof, and the voting of the stockholders upon such appeal shall be final and conclusive. If such assignment is approved by the Directors, or is approved upon appeal in the stockholders as hereinbefore provided, the applicant shall surrender his certificate of stock to the Lessor, and a new certificate shall be issued and delivered to the assignee.

(d) The Lessee may sublet for periods not exceeding five years of a time, all but not part of the premises hereby demised, to a sub-tenant only with the previous written consent of the Board of Directors of the Lessor, pursuant to resolution of said Board adopted at any meeting or regularly called for that purpose, and by such form of sub-lease as shall be approved by the Board of Directors. Such approval, however, shall not operate to relieve the Lessee hereunder of any obligation for the payment of assessments or otherwise, but shall only be an approval of the sub-tenant as an acceptable occupant of the premises, in case the application is refused the stockholder in interest shall have the right to appeal to the stockholders, as hereinbefore specified in paragraph 5 and the succeeding paragraph hereof.

7. That said premises shall not be used as a boarding or lodging house or for a school or to give instructions in music or singing and none of the rooms shall be offered for sale or for lease by placing notices on any door, window or wall of the building, nor by advertising the same directly or indirectly in any newspaper or otherwise; and that no provisions or rules, ice marketing, groceries or the merchandise shall be taken into the premises through the front door of said building; this latter provision subject to the wish of the majority of the tenants by vote vote and no resolution.

8. That upon the termination of this lease, by lapse of time or otherwise, the Lessee will surrender and deliver up possession of said demised premises in good condition and repair to the Lessor, ordinary wear and tear excepted, including all additional alterations and improvements which cannot be removed without damage to the demised premises.

9. That in case of default of the Lessee in the payment of any assessment herein provided for, for a period of thirty (30) days after notice in writing of such default or in case of default in the performance of any other of the covenants or observance of any other of the covenants or provisions of this lease on the Lessee's part to be performed and the continuance of said default for thirty days after written notice of said default in writing, the Lessor or his estate or assigns shall be authorized to re-enter said premises and repossess the same as if the lease had never been made, and remove all persons and property therefrom either by forcible entry and detainer proceedings or by any suitable action or proceeding at law or in equity.

10. That in case the Lessee shall vacate or abandon said premises during the life of this lease for a period of thirty days during which time he shall be in default of any of the covenants or in the payment of assessments or installments thereof or be otherwise in default, the Lessor may at his option, without terminating this lease, enter into said premises and re-let the same for the account of the Lessee, for such rent and upon such terms as shall be satisfactory to the Lessor; and for the purpose of such reletting is authorized to make any decorations, repairs, changes, alterations or additions in or to said demised premises that may be necessary or convenient and if a sufficient sum shall not be received monthly from such reletting after paying all of the costs and expenses of such repairs, changes, alterations, additions or decorations and the expense of such reletting and the collection of the rent accruing thereon, such sums to satisfy his monthly installments of assessments provided to be paid by the Lessee, then the Lessee will satisfy and pay such deficiency each month upon demand thereat.

11. The Lessee covenants and agrees that, for the purpose aforesaid and as security for the faithful performance of all the undertakings of said Lessee, all of the shares of stock of the said stockholder and Lessee hereunder shall be considered and are hereby declared to be continuously pledged to the Lessor for the payment of any obligation to the Lessor or the part of the Lessee, either as the holder of said shares of stock or as tenant hereunder.

12. Any notice to be served under on the Lessor may be served by delivering a copy thereof to any office of the Lessor or by mailing a copy of such notice by U. S. Registered Mail postage prepaid, addressed to the Lessor at said building and any notice to be served hereunder upon the Lessee may be served by delivering a copy thereof to the Lessee or by mailing a copy of such notice to the Lessee by U. S. Registered Mail postage prepaid, addressed to the Lessee at said building, provided that either Lessor or Lessee may give the other party hereto from time to time heretofore in writing a notice of change of address for said purpose, and in that event such new address shall be used in giving such notice.

13. This lease shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the respective parties hereto, as hereinbefore provided.

14. It is expressly understood and agreed as a condition of this lease, that none of the owners, present or future of the stock of said corporation (the Lessor) nor any of the Directors past or future of said corporation shall be personally liable upon any of the covenants or agreements of the Lessor contained in this instrument.

15. In case there is an unexpired lease upon said premises, this lease and the right of the Lessee hereunder to occupy said demised premises shall be subject to and effective at the expiration of said unexpired lease.

16. It is understood and these presents are made, executed and delivered by the Lessor and accepted and executed by the Lessee upon the following express covenants, agreements and conditions, to-wit:

(a) That this lease and the interest of said Lessee, his spouse, heirs, executors, administrators and assigns, in said premises are subject and subordinate to the lien of an existing mortgage encumbrance of record on the principal sum of _____ Dollars, together with interest and all charges accrued or to accrue thereon or according to the tenor thereof.

(b) That in case the said Lessor shall at any time or times heretofore during the life of the Lessee or within twenty-one (21) years thereafter, desire to mortgage or refinance said real estate and building for its corporate purposes, and shall, with the consent in writing of the owners of not less than two thirds in amount of the stock of the Lessor then outstanding, execute and deliver any mortgage, mortgage, trust deed or trust deed, mortgage or conveying said real estate and building or any part thereof as security for any corporate debt heretofore contracted or incurred or in case said Lessor shall within the period aforesaid wish or without the written consent of stockholders, make, execute and deliver any agreement for the renewal or extension of the existing encumbrance on said real estate and building or any new mortgage, mortgage, trust deed or trust deed in lieu of or for the purpose of paying off or refunding any such existing encumbrance or encumbrances of any part thereof, then and in every such case the said Lessee and interest herein granted and assigned to said Lessee and to said premises together with any estate, right or interest created by virtue of the homestead exemption laws of the State of Illinois, in favor of said Lessee or the spouse of said Lessee, shall vest immediately in and inure to the benefit of such mortgage, grantee named in or such trust deed or person granting the renewal or extension of such existing encumbrance, for the same purpose and to and upon the same trusts and covenants to all the persons, companies, agreements and provisions in such mortgage, trust deed or agreements mentioned, to the same extent as if the same were made through said Lessee herein and spouse, if any, and all persons claiming by, through or under said Lessee had joined with said Lessor in making, signing, sealing, delivering and acknowledging such mortgage, trust deed or agreement, and had expressly released and waived all his aforesaid rights under the exemption laws of the State of Illinois.

(c) And moreover the said Lessee for the said Lessee and the spouse, if any, of said Lessee and all persons claiming by, through or under said Lessee, hereby covenants and agrees with said Lessor that upon the making, executing and delivering by said Lessor of any such mortgage, trust deed or agreement said Lessee and the spouse, if any, of said Lessee and all persons rightfully claiming by, through or under said Lessee, to said premises under said Lessee will, from time to time and at all times and at all times of the quiet of such mortgages, mortgages or persons granting such extension or renewal, execute all such conveyances, assignments or further assignments for the further or more perfect and satisfactorily securing and confirming in such mortgage, grantee or person granting such extension or renewal, of all the right, title and interest herein granted such extension or renewal shall require and as shall be required to be done and executed. And further provide and intend that the interest of said Lessee and the heirs, executors, administrators and assigns of said Lessee in said premises, both at all times and under all circumstances be and remain subject to the lien of such and every and all such mortgages and trust deeds or void, and of the indebtedness and charges thereby secured to be paid according to the respective tenors thereof.

17. It is understood by and between the parties hereto that whatever in this lease, action by Board of Directors or stockholder is required it shall be taken and held to require a vote in favor of such action by a majority thereof, unless otherwise provided for.

18. Lessee shall pay and discharge all reasonable costs, expenses, attorneys' fees, auditor or bookkeeping costs which shall be incurred and expended by the Lessor in the formation, conduct, maintenance of the Lessor and expended by the Lessor including costs expended in collecting any delinquent rents or assessments under this lease, whether by the institution of litigation or in taking advice of counsel or otherwise.

IN WITNESS WHEREOF, THE LESSOR has caused this instrument to be signed by its President and its corporate seal, duly attested by its Secretary, to be affixed hereto and the Lessee has executed this instrument under seal the day and year first above written.

BY Helena Blazynski

ATTEST:
Secretary

Helena Blazynski (SEAL)
Helena Blazynski (SEAL)

