

AFTER RECORDING, MAIL TO:

SATURN TITLE, LLC
1030 W. HIGGINS RD.
SUITE 365
PARK RIDGE, IL 60068

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**This document was prepared by
and after recording should be
returned to:**

Jay R. Goldberg
Field and Goldberg, LLC
10 South LaSalle Street
Suite 2910
Chicago, IL 60603

Doc#: 1518850046 Fee: \$102.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/07/2015 08:59 AM Pg: 1 of 33



Doc#: 1525250037 Fee: \$102.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/09/2015 09:19 AM Pg: 1 of 33

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment") made as of May 29, 2015, by **NORTH SHORE HOLDINGS, LTD.**, an Illinois corporation (herein called the "Assignor"), whose address is 6859 West Belmont Avenue, Chicago, IL 60634, to **MB FINANCIAL BANK, N.A.** (herein called the "Assignee"), whose address is 6111 North River Road, Rosemont, IL 60013.

WITNESSETH, THAT

FOR VALUE RECEIVED, Assignor hereby grants, transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor in and to (i) all of the rents, issues and profit and avails and other sums of every kind and nature (including, but not limited to, payments or contributions for taxes, operating expenses and the like) payable by tenants (or guarantors) under Leases, as hereinafter defined (all herein generally called "Rents"), of and from the Premises described in Exhibit A attached hereto and made a part hereof (herein called the "Premises"), (ii) all leases and occupancy agreements of every kind, nature or description (herein generally called "Leases") now or hereafter existing on all or any part of the Premises, and any and all guarantees of any of the obligations of the tenant under any or all of the Leases, (iii) rights and claims for damages against tenants arising out of defaults under Leases, including rights to compensation with respect to rejected Leases pursuant to Section 365(a) or replacement Section thereto of the Bankruptcy Code of the United States and (iv) the proceeds (herein called "Proceeds") payable upon exercise of any option including an option to terminate or an option to purchase contained in any Lease. The lease forms acceptable to Lender are attached hereto as Exhibit B.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS AGREED AS FOLLOWS:

1. Assignor hereby grants, transfers and assigns to Assignee all of the right, title and interest of Assignor in and to the Leases, in and to the Proceeds and possession of the Premises, including any and all of the Rents now due, or which may hereafter become due under and by virtue of any lease whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the Premises which may have been heretofore or may be hereafter made or agreed to between Assignor or any other present, prior or

Assignment of Rents and Leases

*re-record to correct legal description

Property of Cook County Recorder of Deeds

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subsequent owner of the Premises or any interest therein or which may be made or agreed to by the Assignee, its successors or assigns under the powers herein granted, and any tenant or occupant of all or any part of the Premises, for the purpose of securing:

A. Payment of the indebtedness evidenced by that certain Revolving Line of Credit Note (herein called the "Note") in the principal sum of Two Million Dollars and No Cents (\$2,000,000.00) of even date herewith and any extensions, modifications or renewals thereof, executed by Assignor, payable to the order of Assignee, which Note is secured by a Mortgage (herein generally called the "Mortgage") of the same date, to Assignee, as mortgagee, upon the Premises, and filed for record in the proper office of the County and State where the Premises are located which Mortgage and Note are held by or for the benefit of the Assignee.

B. Payment of all other sums with interest thereon becoming due and payable to the Assignee contained herein and in the Note and Mortgage.

C. Performance and discharge of each and every term, provision, condition, obligation, covenant and agreement of Assignor contained herein and in the Note and Mortgage.

2. Assignor represents and agrees that (i) Assignor is lessor under the Leases, in each case either directly or as successor in interest to the named lessor thereunder; (ii) the Leases are not in default; (iii) Assignor is entitled to receive all of the Rents and to enjoy all the other rights and benefits mentioned herein and assigned hereby; (iv) the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of these presents be sold, assigned, transferred or set over by the Assignor or by any person or persons whomsoever except subject to this Assignment; and (v) the Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Assignee the rights, interests, powers and/or authorities herein granted and conferred.

3. Assignor will, from time to time, execute upon the reasonable request of the Assignee, any and all instruments requested by the Assignee to carry this instrument into effect or to accomplish any other purposes deemed by the Assignee to be necessary or appropriate in connection with this Assignment or the Premises including, without limitation, specific assignments of any Lease or agreement relating to use or occupancy of the Premises or any part thereof now or hereafter in effect and not specifically defined herein as a Lease, as may be necessary or desirable, in the reasonable opinion of Assignee, to constitute the same as a Lease hereunder.

4. This Assignment shall in no way operate to restrict or prevent the Assignee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Mortgage, the Note or any other Loan Documents.

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5. The Assignee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, powers and/or authority are herein granted it; and the Assignee shall not be responsible for or liable upon any of the agreements, undertakings or obligations imposed upon the lessor under any Lease or other agreement with respect to the Premises.
6. The Assignee shall be accountable only for such cash as it actually receives under the terms hereof.
7. Failure of the Assignee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the Assignee and shall not operate as an estoppel against Assignee in any respect, or be deemed to amend any provision hereof or of any of the other Loan Documents.
8. The Assignee shall assign this Assignment and any and all rights accruing thereunder to any subsequent assignee and holder of the Note and Mortgage for which this Assignment is given as additional security.
9. It is understood that the assignment of the Leases and of the Rents of and from the Premises as effected hereby is an absolute assignment which is effective as of the date hereof and, upon demand by Assignee to the lessee under any Lease or to any person liable for any of the Rents of and from the Premises or any part thereof, such lessee or person liable for any of such Rents shall be, and is hereby authorized and directed to, pay to or upon the order of Assignee, and without inquiry of any nature, all rents then owing or thereafter accruing under said Leases or any other instrument or agreement, oral or written, giving rise to an obligation to pay Rents in connection with the Premises.
10. So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby, or in the performance of any obligation, covenant or agreement herein or contained in the Note, Mortgage or other Loan Documents, Assignee shall not demand from lessees under said Leases or other persons liable therefor, any of the Rents hereby assigned but shall permit the Assignor to collect upon, but not prior to accrual, all such Rents from the Premises and the Leases and to retain and enjoy the same; provided that, notwithstanding the provisions of this Section 10, all lessees under said Leases and all other persons liable for Rents of and from the Premises shall comply with any demands for Rents made by Assignee pursuant to the provisions of this Assignment without regard to whether or not the same are made in compliance with this Section 10.
11. Upon or at any time after default in the payment of any indebtedness evidenced by the Note or secured hereby or by the Mortgage, or in the performance of any term, provision, condition, obligation, covenant or agreement contained herein or in the Note or Mortgage, and the expiration of any period of grace with respect to any such default as provided for herein or in the Note or Mortgage, the Assignee may declare all sums secured hereby immediately due and payable and may, at Assignee's option, without

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notice, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Premises and each and every part and parcel thereof; and in connection therewith, the Assignee may make, cancel, enforce or modify Leases, fix or modify Rents, repair, maintain and improve the Premises, employ contractors, subcontractors and workmen in and about the Premises, obtain and evict tenants, in its own name sue for or otherwise collect or reserve any and all Rents including those past due and unpaid, employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof, and otherwise do and perform any and all acts and things which Assignee may deem necessary or appropriate in and about the Premises for the protection thereof or the enforcement of Assignee's rights hereunder or under the Note or Mortgage; and any and all amounts expended by Assignee in connection with the foregoing shall constitute so much additional indebtedness secured hereby and by the Mortgage; provided that (i) Assignee shall apply any monies collected by Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any indebtedness secured hereby in such order and manner as Assignee may determine and (ii) the entering upon and taking possession of the Premises, the collection of Rents, the exercise of any of the rights hereinabove specified and the application of collections, as aforesaid, shall not cure, waive, modify or affect any default hereunder or under the Note or Mortgage.

12. Any tenants or occupants of any part of the Premises are hereby authorized to recognize the claims and demands of Assignee hereunder without investigating the reason for any action taken by the Assignee or the validity or the amount of indebtedness owing to the Assignee or the existence of any default hereunder or under the Note or Mortgage or the application to be made by the Assignee of any amounts to be paid to the Assignee; and (i) the sole Signature of the Assignee shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Premises and (ii) checks for all or any part of the Rents collected under this Assignment shall be drawn or made payable to the exclusive order of the Assignee.

13. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Leases, nor shall this Assignment operate to place upon Assignee responsibility for the control, care, management or repair of the Premises or the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises by the lessee under any Lease or any other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger; and nothing herein or in the Mortgage contained, and no exercise by Assignee of any of the rights herein or in the Mortgage conferred shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof.

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14. The Assignor hereby agrees to indemnify, defend and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases; and should the Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured hereby and by the Mortgage, and Assignor shall reimburse the Assignee therefor immediately upon demand, and upon the failure of Assignor so to do, the Assignee may declare all sums secured hereby immediately due and payable.

15. The Assignee has not received nor been transferred any security deposited by any lessee with the lessor under the terms of the Leases and the Assignee assumes no responsibility or liability for any security so deposited.

16. Assignor will not (i) except as is customary in the ordinary course of business, modify, change, alter, supplement, amend, surrender or accept surrender of any of the Leases and any attempt at any of the foregoing shall be void; (ii) execute any other assignment or pledge of the Rents from the Premises or any part thereof, or of the Assignor's interest in any of the Leases, except to Assignee; (iii) execute any Lease except for actual occupancy by the lessee thereunder; (iv) permit any Leases to become subordinate to any lien other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent; or (v) execute hereafter any Lease unless there shall be included therein a provision providing that lessee acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by landlord under such Lease unless such sums have actually been received in cash by Assignee as security for lessee's performance under such Lease, without Assignee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

17. Assignor has not, and will not, accept Rent in advance under any Lease excepting only monthly rents for current months which may be paid in advance.

18. Assignor will (i) at Assignee's request, cause this Assignment to be served upon the lessee under each Lease; (ii) at Assignor's sole cost and expense, cause this Assignment to be recorded and filed and re-recorded and re-filed in each and every public office in which such filing and recording may be necessary to constitute record notice of this Assignment and the terms and provisions hereof as applicable to the Premises; (iii) at all times promptly and faithfully abide by, discharge or perform all of the covenants, conditions and agreements contained in each Lease; (iv) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the lessees to be kept and performed; (v) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties or

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liabilities of Assignor, as lessor, and of the lessees thereunder, and pay all costs and expenses of Assignee, including reasonable attorneys' fees in any such action or proceeding in which Assignee may appear; (vi) furnish to Assignee, within ten (10) days after a request by Assignee to do so, a written statement containing the names of all lessees of the Premises, or any part thereof, the terms of their respective Leases, the spaces occupied and the rentals payable thereunder; and (vii) exercise within five (5) days of the demand therefor by Assignee, any right to request from the lessee under any Lease a certificate with respect to the status thereof.

19. Upon payment in full of all indebtedness secured hereby, this Assignment shall become and be void and of no effect.

20. This Assignment applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns and: (i) wherever the term "Assignor" is used herein, such reference shall be deemed to mean each Assignor whose name appears below, severally, and all such Assignors, jointly and severally, and their respective heirs, legatees, devisees, executors, successors and assigns; and (ii) wherever the term "Assignee" is used herein, such term shall include all successors and assigns, including each and every from time to time owner and holder of the Note, of the Assignee named herein, each of whom shall have, hold and enjoy all of the rights, powers and benefits hereby afforded and conferred upon Assignee as fully and with the same effect as if such successors and assigns of Assignee were herein by name designated as Assignee.

21. In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee; and the Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment that Assignee may elect.

22. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the personal delivery thereof or electronic facsimile transmission thereof, or the passage of three days after the mailing thereof by registered or certified mail, return receipt requested, or upon the next business day after timely and proper deposit, charges paid, with any overnight carrier with respect to next day service, to the addresses initially specified in the introductory paragraph hereof, or to such other place or places as any party hereto may by notice in writing designate, shall constitute service of notice hereunder. A copy of all notices shall be sent as follows:

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If to Assignee:

Ashley L. Kockler
MB Financial Bank, N.A.
363 West Ontario Street
Chicago, IL 60654
Fax: (847) 939-2620

and a copy to:

Jay R. Goldberg
Field and Goldberg, LLC
10 South LaSalle Street
Suite 2910
Chicago, IL 60603
Fax (312) 408-7201

If to Assignor:

Kenneth M. Lebovic
North Shore Holdings LTD
6859 West Belmont Avenue
Chicago, IL 60634
Fax: (773) 385-9956

and a copy to:

Kathryn C. Whitacre
Whitacre & Stefanczuk LLC
6841 West Belmont Avenue
Chicago, IL 60634
Fax: (773) 622-6110

23. Nothing herein contained shall be deemed to imply the consent of Assignee to any Lease containing an option, right of first refusal or similar right to purchase all or any part of the Premises and no Lease shall contain or provide for such right, and no such right shall have any force or effect or be enforceable against the Premises or any part thereof, without the prior written consent of Assignee.

24. This Assignment shall be construed in accordance with the laws of the State in which the Premises are located.

[Remainder of page intentionally left blank; signature page follows.]

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EXHIBIT A

LEGAL DESCRIPTION

TRACT 1:

THAT PART OF LOT 22 IN WELLINGTON COURT, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1988 AS DOCUMENT 88598270, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 22; THENCE SOUTH 17 DEGREES 32 MINUTES 00 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 22 A DISTANCE OF 136.62 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 17 DEGREES 32 MINUTES 00 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 22, A DISTANCE OF 17.24 FEET; THENCE SOUTH 62 DEGREES 59 MINUTES 34 SECONDS WEST 216.86 FEET TO A POINT ON A CURVE; BEING THE WESTERLY LINE OF SAID LOT 22; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTHWEST, BEING THE WESTERLY LINE OF LOT 22, HAVING A RADIUS OF 330 FEET, HAVING A CHORD BEARING OF NORTH 28 DEGREES 10 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 17.01 FEET; THENCE NORTH 62 DEGREES 59 MINUTES 34 SECONDS EAST 220.04 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 1108 REGENCY DR
SCHAUMBURG, IL 60193

PERMANENT INDEX NO.: 07-33-105-058-0000

TRACT 2:

PARCEL 1:

UNIT 1D TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN DUNLOP MANOR CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0030363079 IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO P-4 A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

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ADDRESS OF PROPERTY: 1130 DUNLOP AVE, UNIT 1D
FOREST PARK, IL, 60130

PERMANENT INDEX NO.: 15-13-315-054-1004

TRACT 3:

UNIT 503 AND P-4 IN THE NORTH BEACH LOFTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 19, 20 AND 21 IN BLOCK 1 IN L. E. INGALL'S SUBDIVISION OF BLOCKS 5 AND 6 OF THE CIRCUIT COURT PARTITION OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. (EXCEPTING THEREFROM THE RETAIL UNIT, LIMITED COMMON ELEMENT FOR THE RETAIL UNIT, UNITS 202, 207, 208, 309, 311, 404, 406, 409, 411, AND ALL OF THE FIFTH FLOOR, AS DESCRIBED AND DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION) WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED OCTOBER 14, 2005 AS DOCUMENT NUMBER 0528727007 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 1225 W MORSE AVE, UNITS 503 & P4
CHICAGO, IL 60626

PERMANENT INDEX NOS.: 11-32-119-032-1033 AND 11-32-119-032-1087 ✓

TRACT 4:

UNIT NUMBER 1669-2S IN THE YELLOWSTONE CONDOMINIUMS AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 2 IN THE SUBDIVISION OF LOTS 16, TO 22 BOTH INCLUSIVE IN BLOCK 43 IN ROGERS PARK IN SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT NO. 0700515043 IN THE RECORDER'S OFFICE COOK COUNTY, ILLINOIS, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME.

ADDRESS OF PROPERTY: 1669 W FARWELL AVE, UNIT 2S
CHICAGO, IL 60626 ✓

PERMANENT INDEX NO.: 11-31-226-039-1020

UNOFFICIAL COPY**TRACT 5:**

LOT 150 IN GREEN ACRES ESTATES SUBDIVISION, UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 16733 VICKY LN
ORLAND HILLS, IL 60487

PERMANENT INDEX NO.: 27-27-213-018-0000 ✓

TRACT 6:

LOT 35 (EXCEPT SOUTH 66 FEET THEREOF) IN JOHN W. THOMPSON AND COMPANY'S FIRST ADDITION TO ELMWOOD PARK GARDEN, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 2914 N 74TH CT
ELMWOOD PARK, IL 60707

PERMANENT INDEX NO.: 12-25-218-026-0000 ✓

TRACT 7:

LOT 35 IN CORRECTED PLAT OF SUBDIVISION OF SHERWOOD FOREST, BEING A SUBDIVISION OF THE EAST 1/2 OF SECTION 27 AND THE WEST 1/2 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NUMBER 9488895, IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 304 LOCKSLEY DR
STREAMWOOD, IL 60107

PERMANENT INDEX NO.: 06-26-367-033-0000 ✓

TRACT 8:**PARCEL 1:**

UNIT 303 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN BERWYN MANOR CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 00679521, IN

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THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. PS-58, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 3303 GROVE AVE, UNIT 303
BERWYN, IL 60402 ✓

PERMANENT INDEX NO.: 16-31-127-058-1017

TRACT 9:

UNIT 409 AND PARKING SPACE P-05 IN THE BELMONT LOFTS CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1 TO 7, BOTH INCLUSIVE, LOT 8 (EXCEPT THE WEST 9.5 FEET THEREOF), TOGETHER WITH THE VACATED ALLEY, LYING EAST AND ADJOINING SAID LOT 1, IN BLOCK 10, IN BELMONT GARDENS, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 1913 AS DOCUMENT NUMBER 5209764, IN COOK COUNTY, ILLINOIS.

ALSO;

LOTS 3 TO 6, BOTH INCLUSIVE, IN RINECK AND BIRREN'S BELMONT AVENUE ADDITION TO CHICAGO, IN THE NORTHEAST QUARTER OF SAID SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED SEPTEMBER 28, 2006 AS DOCUMENT 0627139043, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS MAY BE AMENDED FROM TIME TO TIME.

ADDRESS OF PROPERTY: 4131 W BELMONT AVE, UNITS 409 & P-05
CHICAGO, IL 60641

PERMANENT INDEX NOS.: 13-27-204-062-1045 AND 13-27-204-062-1059 ✓

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TRACT 10:

UNIT NUMBER 4222-2B AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL"):

LOTS 15, 18 AND 19 IN BLOCK 9 IN IRVING PARK BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE NORTH HALF OF THE NORTH EAST QUARTER OF SECTION 22, TOWNSHIP 40, NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM MADE BY CITIZENS BANK AND TRUST COMPANY, A STATE BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 23, 1963 AND KNOWN AS TRUST NUMBER 519, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 20383492, TOGETHER WITH AN UNDIVIDED INTEREST IN COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 4222 N KEYSTONE AVE, UNIT 2B
CHICAGO, IL 60641

PERMANENT INDEX NO.: 13-15-411-027-1023

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CHICAGO RESIDENTIAL LEASE

PROPERTY ADDRESS: _____

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT *
	BEGINNING	ENDING		

Move-In Fee (Non-Refundable): \$ _____

LESSEE:

NAME(S):
CELL:

EMAIL:

SSN: ON FILE
DL: ON FILE

LESSOR:

NORTH SHORE HOLDINGS, LTD.
6859 W. BELMONT
CHICAGO, IL 60634

PHONE: 847-337-7277
FAX: 773-305-2788
EMAIL:
KENLEBOVIC@NORTHSHOREHOLDINGSLTD.COM

AUTHORIZED OCCUPANTS:

NO OTHER OCCUPANTS ARE ALLOWED WITHOUT LANDLORD CONSENT

PERSON AUTHORIZED TO ACT ON BEHALF OF OWNER FOR PURPOSE OF SERVICE OF PROCESS AND RECEIPTING OF NOTICES:

**KEN LEBOVIC
CHRIS MANOUSS ELIS
JIM RICHTER**

TENANT IS RESPONSIBLE FOR THE FOLLOWING UTILITIES AND SERVICES: All except property taxes and monthly assessments.

In consideration of the mutual agreements and covenants herein set forth, and in further consideration of the statements made by Lessee in the Application for Lease and all supporting documents thereto, the truth and accuracy thereof being attested to by Lessee, and the information therein contained being incorporated into this lease as if set forth herein in full, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for use as a private dwelling unit only, the above noted premises, together with the fixtures and appliances belonging thereto, for the above Term:

LESSEE:

LESSOR:

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APPLICATION AND OCCUPANCY NOTICE TO TENANT

LESSEE ACKNOWLEDGES THAT THIS LEASE HAS BEEN EXTENDED TO LESSEE PURSUANT TO AN APPLICATION THEREFOR SUBMITTED BY LESSEE. THE ACCURACY OF THE INFORMATION THEREIN CONTAINED IS A MATERIAL CONDITION OF LESSOR IN EXTENDING THIS LEASE TO LESSEE. LESSEE WARRANTS THAT ALL THE INFORMATION GIVEN BY LESSEE IN APPLYING FOR THIS LEASE IS TRUE AND ACKNOWLEDGES THAT PROVIDING FALSE INFORMATION IS A MATERIAL BREACH OF THIS LEASE. OCCUPANCY BY MORE PERSONS THAN SET FORTH IN THIS LEASE SHALL CONSTITUTE A MATERIAL BREACH OF THIS LEASE.

NOTICE OF CONDITIONS AFFECTING HABITABILITY

I hereby acknowledge that Lessor has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the apartment and common area and any notice of intent to terminate utility service, copies of which, if any, are attached to this lease.

Initials of Lessee

FURTHER ACKNOWLEDGEMENTS BY LESSEE

Lessee hereby acknowledges that he/she/they received from Lessor in connection with the rental of the premises described herein, the following documents:

- Security Deposit Receipt _____
(Acknowledgement by Lessee)
- Heating Cost Disclosure Statement _____
(if Lessee pays for heat) (Acknowledgement by Lessee)
- Protect your Family From Lead in _____
Your Home Brochure, C.T.O, Bed Bug Brochure
(Acknowledgement by Lessee)

LEASE COVENANTS AND AGREEMENTS

1. RENT: Lessee shall pay to Lessor or Lessor's authorized agent, at the address set forth above, or as hereafter changed by written notice to Lessee, as rent for the premises, the sum stated above. Rent is due and payable on the first day of each calendar month, in advance. The timely payment of each installment of rent is deemed to be of the essence of this lease.

2. LATE CHARGES: Rent received by Lessor later than the 5th day of the month on which such payment is due shall bear a late charge of 5% of any rent due. If Lessee mails rent to Lessor, the late charge will apply if the rent is received later than the 5th day of the month, regardless of the date Lessee mailed such rent payment. If a payment of rent is made by personal check which is later dishonored by the Lessee's bank, the tenant shall be assessed a \$50 fee incurred by Lessor as a result, in addition to the rent and late charge due on the payment of rent.

3. SECURITY DEPOSIT: Lessee has deposited with Lessor the sum set forth above as a security deposit to be held by the Lessor in accordance with the Chicago Residential Landlord Tenant Ordinance to secure the faithful performance by the Lessee of all of the provisions contained in this lease. If Lessee performs all of the obligations as provided in this lease and pays all sums due Lessor, then Lessor, after the Lessee has surrendered possession of the premises and delivered the keys thereto to Lessor, shall refund said deposit to Lessee, including interest as provided by ordinance. If Lessee has failed to perform or comply with any of the provisions of the lease, then Lessor may apply all or any part of the security deposit in payment of any sums due from Lessee to Lessor, or to pay for repair of any damages caused by Lessee, Lessee's co-occupants or guests. The security deposit shall not be treated as advance payment of rent, and the Lessee shall not apply the security deposit as rent during the term of the lease unless Lessee obtains written permission from Lessor to do so.

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4. POSSESSION: If Lessor cannot deliver possession of the premises at the commencement of the lease term, the rent shall be abated until the premises are available for occupancy by Lessee, or at Lessee's option, the Lessee may terminate this lease upon written notice to Lessor. Lessor shall not be liable to Lessee for any consequential damages to Lessee arising as a result of Lessor's inability to give Lessee possession of the premises at the commencement of the lease term.

5. CONDITION OF PREMISES: Lessee has examined the premises prior to accepting the same and prior to the execution of this lease, and is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke detectors. Lessee's acceptance of possession shall constitute conclusive evidence of Lessee's receipt of the premises in good order and repair as of the commencement of the lease term. Lessor or its agent has made no promises as to condition or repair to Lessee, unless they are expressed in this lease or a rider hereto signed by Lessee and Lessor or his agent, and no promises to decorate, alter or repair the premises have been made by Lessor or his agent, unless expressed herein.

6. LIMITATION OF LIABILITY:

Except as provided by state or local law or ordinance, Lessor shall not be liable for any damage (a) occasioned by failure to keep premises in repair; (b) for any loss or damage of or to Lessee's property wherever located in or about the building or premises, or (c) acts of neglect of other tenants, occupants or others at the building.

7. LESSEE TO MAINTAIN:

Lessee shall keep the premises and the fixtures and appliances therein in a clean and healthy condition, and in good working order, and in accordance with any and all ordinances applicable to the tenancy, at Lessee's own expense, and upon the termination of this lease, for any reason, Lessee shall return the premises to Lessor in as good a condition of cleanliness and repair as at the commencement of this lease, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the premises whenever damage has occurred or repairs are required due to Lessee's conduct or neglect. Lessee shall replace all broken glass and fixtures and shall maintain all smoke and carbon monoxide detectors in good condition at all times, including replacing spent batteries as necessary. Upon Lessee vacating the premises, if the premises are not clean and in good repair, Lessor or its agent may replace the premises in the same condition of repair and cleanliness as existed at the commencement of the lease term. Lessee agrees to pay Lessor for all expenses incurred by Lessor in replacing the premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the premises.

8. USE OF PREMISES: The premises shall be occupied for residential purposes only, and only by the persons disclosed in this lease and on the Application for Lease submitted by Lessee in connection with the renting of the premises. Lessee shall not engage in any activity which will increase the rate of insurance on the property. Lessee shall not allow trash to accumulate in the common areas of the premises or allow objects to be thrown from windows. Lessee shall not hang objects out of windows or place objects on windowsills or ledges, which may fall and injure persons below. Lessee shall not keep any pet in the premises without written permission being first obtained from Lessor. Lessee shall not use porches for cooking, sleeping or storage of furniture, bicycles or other items of personal property. In no case shall Lessee allow porches or decks to be overloaded or occupied by more people than would be reasonably safe based on the condition of such porch or deck.

9. APPLIANCES: Lessee shall not install any air conditioning, heating or cooling equipment or dishwashers or clothes washers or dryers or other appliances in any portion of the building or premises occupied by Lessee without first obtaining Lessor's written permission to do so. All such appliances installed by Lessee shall be maintained in good working order by Lessee and removed by Lessee at the expiration of the term of the lease. Any damage caused by appliances installed by Lessee shall be the responsibility of Lessee and Lessee shall reimburse Lessor for the cost of repair of any damage caused by such appliances.

10. HOT WATER: Lessor agrees to provide Lessee with hot water in sufficient quantities as may be required by law or ordinance during the term of the lease. If the premises contains separate hot water fixtures, then Lessor's sole obligation shall be to provide Lessee such fixtures in good operating condition at the commencement of the lease, and Lessee shall be responsible for the utility costs for the operation thereof in accordance with the terms of this lease.

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11. DISTURBANCE: Lessee agrees not to play televisions, radios or musical instruments or musical playback equipment in a manner which disturbs other tenants, and shall maintain the volume of such equipment at reasonable levels. In addition, Lessee agrees to limit playing of such equipment between the hours of 10:00 p.m. and 7:00 a.m. to a volume that cannot be heard by persons outside of the premises.

12. ACCESS TO PREMISES: Lessee shall permit the Lessor access to the premises at all reasonable times if Lessor gives Lessee 24 hours advance notice, for the purposes of inspecting the premises and/or making any necessary repairs, maintenance or improvements or supply necessary or agreed upon services, and to show the premises to prospective tenants within the last 30 days of the lease term. In the event of an emergency or where repairs in the building require access to Lessee's premises, Lessor may enter without prior notice to Lessee, without the same being considered a forcible entry by Lessor. Lessee's failure to provide such access shall be a breach of this lease, and Lessor shall be entitled to terminate this lease in the event such access is denied by Lessee.

13. SUBLET OR ASSIGNMENT: Lessee shall not sublet the premises or any part thereof, nor assign this lease, without obtaining Lessor's prior written permission to sublet or assign. Lessor shall not unreasonably withhold permission and will accept a reasonable sublease as provided by ordinance.

14. HOLDING OVER: If the Lessee remains in possession of the premises or any part thereof after the termination of the lease by lapse of time or otherwise, then the Lessor may, at Lessor's option, consider such holding over as constituting a month-to-month tenancy, upon the terms of this lease except at double the monthly rental specified above. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from Lessee's retaining possession of the premises. In the event Lessor accepts a payment of rent for a period after the expiration of this lease in the absence of any specific written agreement, continued occupancy shall be deemed a month-to-month tenancy, on the same terms and conditions as herein provided, except for the double rent provision, to the extent permitted by state or local law or ordinance.

15. FORCIBLE DETAINER: If Lessee defaults in the payment of rent or any part thereof, Lessor may distrain for rent and shall have a lien on Lessee's property for all monies due Lessor, or if Lessee defaults in the performance of any of the covenants or agreements herein contained, Lessor or its agents, at Lessor's option, may terminate this lease and, if abandoned or vacated, may re-enter the premises. Non-performance of any of Lessee's obligations shall constitute a default and forfeiture of this lease, and Lessor's failure to take action on account of Lessee's default shall not constitute a waiver of said default.

16. LIABILITY FOR RENT: Lessee shall continue paying rent and all other charges for the premises to the end of the term of this lease, whether or not the premises becomes vacant by reason of abandonment, breach of the lease by Lessee, wrongful termination by Lessee or if the Lessee has been evicted for breach of this lease, to the extent said obligation for rent has not been mitigated, abated or discharged, in whole or in part, by any law or ordinance. Notwithstanding any of the provisions contained in this section, the Lessor shall make a good faith effort to re-let the premises (but not in priority to other vacancies) and if the premises is re-let, Lessee shall be responsible for the balancer of the rent, costs, advertising costs and attorney's fees) in connection therewith.

17. BINDING EFFECT: If Lessee shall violate any covenant or provision of this lease, Lessor shall have the right to terminate this lease or Lessee's right to possession pursuant to the lease upon appropriate legal notice to Lessee. If Lessee assigns this lease, whether with or without Lessor's permission as required herein, the covenants and conditions contained in the lease shall nonetheless be binding on the assignee as if assignee had signed the lease. Nothing contained in this paragraph 17 shall preclude Lessor from commencing legal proceedings against any assignee of this lease who obtained possession from the party named as Lessee in this lease without Lessor's written permission as required in paragraph 13 above.

18. ATTORNEY'S FEES: If Lessor commences legal proceedings to enforce the covenants of this lease due to Lessee's breach thereof, Lessee shall pay Lessor's reasonable attorney's fees incurred to enforce Lessee's compliance with the terms of this lease.

19. CONTINUOUS OCCUPANCY: Lessee shall maintain continuous occupancy of the premises, and not allow the same to remain vacant for any period in excess of ten days without notifying the Lessor of such vacancy. Lessee shall not

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allow persons other than those authorized by the lease to occupy the premises as guests for periods exceeding seven consecutive days during the term of the lease for any reason.

20. REMEDIES CUMULATIVE: Lessor's remedies contained in this lease are cumulative and are in addition to, and not in lieu of, any other remedies granted to Lessor pursuant to this lease or applicable state or local law or ordinance.

21. FIRE OR CASUALTY: If the premises, building or any part thereof shall become uninhabitable as a result of fire, explosion or other casualty, Lessor and Lessee shall have all of the rights provided by state or local law or ordinance. For purposes of this paragraph, Lessor's good faith effort to obtain insurance adjustments, settlements or awards to obtain sufficient funds to perform repairs made necessary due to fire, explosion or other casualty shall be deemed diligent efforts to repair the building within a reasonable time.

22. SECURITY GATES OR BARS: The installation by Lessee of any metal gate or bars on doors or windows is dangerous and strictly prohibited. Lessee shall immediately remove same upon notice by Lessor to Lessee to do so and Lessor shall have the right to immediately remove any such installation at Lessee's expense if Lessee shall fail to do so upon notice. Lessee hereby grants Lessor access to the leased premises at all reasonable times for the purpose of removing such gates or bars. The cost of repairing any damage to the leased premises caused by the installation and/or removal of such gates or bars shall be paid by Lessee upon demand by Lessor therefore, in addition to all costs of enforcement of this paragraph including reasonable attorney's fees incurred by Lessor in enforcing this provision. In addition to the foregoing, the installation of such gates or bars shall constitute a breach of this lease, entitling Lessor, at Lessor's sole option, to terminate Lessee's right to possession of the premises pursuant to this lease and commence proceedings to dispossess Lessee from the premises.

23. MECHANIC'S LIENS: Lessee shall not place or allow to be placed on the premises, the building or elsewhere on the real property, any mechanic's lien or any other claim for lien for any repairs, maintenance, alterations or modifications performed by, or ordered or contradicted by, the Lessee, whether or not same were rightfully performed or ordered by the Lessee. The placement of any such lien shall constitute a breach of this lease and upon ten days' notice to cure said lien or lien claim, Lessor may terminate Lessee's tenancy or right to possession. In addition, Lessor shall have the right to satisfy and remove said lien without regard to the merits thereof and Lessee shall be responsible for the damages incurred in removing the lien, along with other damages, costs and attorney's fees incurred by Lessor in connection therewith.

24. RULES AND REGULATIONS: Lessee agrees to obey the Rules and Regulations contained in this lease, and any attachments and inclusions hereto as well as any further reasonable Rules and Regulations established by the Lessor during the pendency of this lease. The Rules and Regulations are hereby incorporated into and made a part of this lease. Failure to observe the Rules and Regulations shall be deemed to be a material breach of this lease, and in event of such breach, Lessor shall be entitled to terminate Lessee's right to possession under the lease upon ten days' notice, and shall further be entitled to such rights and remedies as provided by applicable state or local law or ordinance.

25. SUBORDINATION OF LEASE: This lease is subordinate to all mortgages which may now or hereafter affect the real property of which the premises forms a part. The recordation of this lease or any memorandum thereon by Lessee shall constitute a material breach of this lease.

26. SEVERABILITY: If any clause, phrase, provision or portion of this lease, or the application thereof to any person or circumstance, shall be determined to be an invalid or unenforceable under applicable law or ordinance, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease or any other clause, phrase, provision or portion hereof, nor shall it affect the applicability of any clause, provision or portion hereof to other persons or circumstances, and the lease shall be interpreted in accordance with said ordinance.

27. ADDITIONAL TERMS: Tenant must follow association rules and regulations.

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RULES AND REGULATIONS

1. No dogs or cat allowed. No other animals shall be kept in the premises except with the Lessor's prior written consent, and subject to the conditions set forth in any such consent. No animals are permitted without a leash in any public areas of the premises.
2. No additional locks or other similar devices shall be attached to any door without Lessor's written consent.
3. Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the premises any inflammable fluids or materials which may be hazardous to life or property.
4. Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the building. Children are not permitted to play in the common areas. Lessee may not store any items in the hallways or common areas of the building.
5. Operation of electrical appliances or other devices which interfere with radio or television reception is not permitted.
6. Deliveries and moving of furniture must be conducted through the rear entrance of the building at times permitted by Lessor.
7. Lessee may not barbeque or operate cooking equipment on porches or balconies.
8. Lessee shall not dispose of rubbish, rags or other items which might clog toilets or sink drains into toilets or sink drains.
9. Lessee shall not place any signs or advertisements on the windows or within the apartment or otherwise upon the building, if such signs are visible from the street.
10. Lessee shall dispose of garbage and refuse by securely bagging or wrapping same and disposing of it in designated garbage containers or incinerators. Lessee shall not allow garbage containers to overflow and shall see to it that garbage container lids are fully closed and secure at all times.
11. Lessee shall not install a waterbed or any other unusually heavy item of furniture without prior written permission from Lessor.
12. Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the building code.
13. Lessor may bar individuals from the building and/or Lessee's premises. All guests and invitees of Lessee shall observe all rules and regulations of the building. If these provisions are violated by guests, they may be barred and/or arrested for criminal trespass, after they have received a barred notice and then have been placed on a barred list by Lessor. Violation of this rule is grounds for termination of your tenancy.
14. If the premises are subject to any other Rules & Regulations, such as condominium association Rules & Regulations, those Rules & Regulations are hereby incorporated into this lease and it shall be the obligation of the Lessee to comply with those other Rules & Regulations.

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ASSIGNMENT BY LESSOR

In consideration of One Dollar to the undersigned in hand paid, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby transfers, assigns and sets over to _____ all right, title and interest in and to the above lease and the rent thereby reserved, except rent due and payable prior to _____ 20____.

Dated _____, 20____.

Authorized Agent for Lessor

GUARANTEE

In consideration of One Dollar 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 Lessee. Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above lease.

Dated:

Property of Cook County Clerk's Office

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SECURITY DEPOSIT RECEIPT

LESSOR: NORTH SHORE HOLDINGS

LESSEE:

PROPERTY ADDRESS: _____

SECURITY DEPOSIT AMOUNT:

RECEIVED FROM:

NAME & ADDRESS OF BANK WHERE FUNDS WILL BE HELD:

Harris Bank

SECURITY DEPOSIT RECEIVED BY THE FOLLOWING ON BEHALF OF LESSOR.

(Signature of Authorized Agent for Lessor)

Previously

Date Received

Printed Name

Security Deposit Paid By (check one):

- Cash
 Check
 Money Order
 Cashier's Check

Check Number: _____

**COPY OF CHECK, MONEY ORDER OR CASHIER'S CHECK
MUST BE RETAINED FOR THE LESSOR'S FILE.**

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Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

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RESIDENTIAL LEASE

PROPERTY ADDRESS: _____

DATE OF LEASE	TERM OF LEASES		MONTHLY RENT	SECURITY DEPOSIT *
	BEGINNING	ENDING		

Move-In Fee (Non-Refundable): \$ 0

LESSEE:

NAME(S):

CELL:

EMAIL:

SSN: ON FILE

DL: ON FILE

LESSOR:

NORTH SHORE HOLDINGS, LTD.
6859 W. BELMONT
CHICAGO, IL 60634

PHONE: 847.337.7277
FAX: 773.305.2788
EMAIL:
KEN@NORTHSHOREHOLDINGSLTD.COM

AUTHORIZED OCCUPANTS:

No other occupants permitted without landlord consent

PERSON AUTHORIZED TO ACT ON BEHALF OF OWNER FOR PURPOSE OF SERVICE OF PROCESS AND RECEIPT OF NOTICES:

KEN LEBOVIC
CHRIS MANOUSSELIS
JIM RICHTER

TENANT IS RESPONSIBLE FOR THE FOLLOWING UTILITIES AND SERVICES: Tenant is responsible for all utilities

In consideration of the mutual agreements and covenants herein set forth, and in further consideration of the statements made by Lessee in the Application for Lease and all supporting documents thereto, the truth and accuracy thereof being attested to by Lessee, and the information therein contained being incorporated into this Suburban Residential Lease (the "Lease") as if set forth herein in full, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for use as a private dwelling unit only, the property listed above (the "Premises"), together with the fixtures and appliances belonging thereto, for the stated Term (the "Lease Term").

LESSEE:

North Shore Holdings, Ltd.

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APPLICATION AND OCCUPANCY NOTICE TO TENANT

LESSEE ACKNOWLEDGES THAT THIS LEASE HAS BEEN EXTENDED TO LESSEE PURSUANT TO AN APPLICATION THEREFOR SUBMITTED BY LESSEE. THE ACCURACY OF THE INFORMATION THEREIN CONTAINED IS A MATERIAL CONDITION OF LESSOR IN EXTENDING THIS LEASE TO LESSEE. LESSEE WARRANTS THAT ALL THE INFORMATION GIVEN BY LESSEE IN APPLYING FOR THIS LEASE IS TRUE AND ACKNOWLEDGES THAT PROVIDING FALSE INFORMATION IS A MATERIAL BREACH OF THIS LEASE. OCCUPANCY BY MORE PERSONS THAN SET FORTH IN THIS LEASE SHALL CONSTITUTE A MATERIAL BREACH OF THIS LEASE.

NOTICE OF CONDITIONS AFFECTING HABITABILITY

I hereby acknowledge that Lessor has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the Premises and common area and any notice of intent to terminate utility service, copies of which, if any,

Initials of Lessee

FURTHER ACKNOWLEDGEMENTS BY LESSEE

Lessee hereby acknowledges that he/she/they received from Lessor in connection with the rental of the Premises described herein, the following documents:

Security Deposit Receipt

(Acknowledgement by Lessee)

Protect your Family From Lead in
Your Home Brochure

(Acknowledgement by Lessee)

LEASE COVENANTS AND AGREEMENTS

1. **RENT:** Lessee shall pay the rent stated above to Lessor or Lessor's authorized agent, at the address set forth above, or as hereafter changed by written notice to Lessee. Rent is due and payable on the first day of each calendar month, in advance. The timely payment of each installment of rent is deemed to be of the essence of this Lease, and constitutes a separate and distinct covenant on the part of the Lessee.
2. **LATE CHARGES:** Rent received by Lessor later than the 5th day of the month on which such payment is due shall bear a late charge of 5% of any rent due. If Lessee mails rent to Lessor, the late charge will apply if the rent is received later than the 5th day of the month, regardless of the date Lessee mailed such rent payment if a payment of rent is made by personal check which is later dishonored by the Lessee's bank, Lessee shall be assessed any bank charges incurred by Lessor as a result, in addition to the rent and late charge due.
3. **SECURITY DEPOSIT:** Lessee has deposited with Lessor the sum set forth above as a security deposit to be held by the Lessor pursuant to the Illinois Security Deposit Interest Act to secure the faithful performance by the Lessee of all of the provisions contained in this Lease. If Lessee performs all of the obligations as provided in this Lease and pays all sums due Lessor, then Lessor, after the Lessee has surrendered possession of the Premises and delivered the keys thereto to Lessor, shall refund said deposit to Lessee, including interest as provided by statute. If Lessee has failed to perform or comply with any of the provisions of this Lease, then Lessor may apply all or any part of the security deposit in payment of any sums due from Lessee to Lessor, or to pay for repair of any damages caused by Lessee, Lessee's co-occupants or guests. The security deposit shall not be treated as advance payment of rent, and the Lessee shall not apply the security deposit as rent during the Lease Term unless Lessee obtains written permission from Lessor to do so.
4. **POSSESSION:** If Lessor cannot deliver possession of the Premises at the commencement of the Lease Term, the rent shall be abated until the Premises are available for occupancy by Lessee, or at Lessee's option, the Lessee may terminate this Lease upon written notice to Lessor. Lessor shall not be liable to Lessee for any consequential damages to Lessee arising as a result of Lessor's inability to give Lessee possession of the Premises at the commencement of the Lease Term.

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5. CONDITION OF PREMISES: Lessee has examined the Premises prior to signing this Lease. Lessee's acceptance of possession shall constitute conclusive evidence of Lessee's receipt of the Premises in good order and repair as of the commencement of the Lease Term. Lessor or its agent has made no promises as to condition, repair or decoration to Lessee, unless they are expressed in this Lease or a rider hereto signed by Lessee and Lessor, and no promises to decorate, alter or repair the Premises have been made by Lessor or his agent, unless expressed herein.

6. LIMITATION OF LIABILITY:

Except as provided by state or local law, Lessor shall not be liable for any damage (a) occasioned by failure to keep the Premises in repair; (b) for any loss or damage of or to Lessee's property wherever located in or about the Premises, including but not limited to common areas; or (c) acts or neglect of other tenants, occupants or others at the building containing the Premises.

7. LESSEE TO MAINTAIN:

Lessee shall keep the Premises and the fixtures and appliances therein in a clean and healthy condition, and in accordance with any and all statutes applicable to the tenancy, at Lessee's own expense, and upon the termination of this Lease, for any reason, Lessee shall return the Premises to Lessor in as good a condition of cleanliness and repair as at the commencement of this Lease, ordinary wear and tear excepted. Lessee shall make or be responsible for the cost of all necessary repairs to the Premises whenever damage has occurred or repairs are required due to Lessee's conduct or neglect. Lessee shall maintain all smoke and carbon monoxide detectors in good condition at all times, including replacing spent batteries as necessary. Upon Lessee vacating the Premises, if the Premises are not clean and in good repair, Lessor may return the Premises to the same condition of repair and cleanliness as existed at the commencement of the Lease Term, ordinary wear and tear excepted, and Lessee agrees to pay Lessor for all expenses incurred by Lessor in doing so. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the Premises.

8. USE OF PREMISES: The Premises shall be occupied for residential purposes only, and only by the persons disclosed in this Lease. Lessee shall not engage in any activity which will increase the rate of insurance on the Premises. Lessee shall not allow trash to accumulate in the common areas of the Premises or allow objects to be thrown from windows. Lessee shall not hang objects out of windows or place objects on windowsills or ledges that may fall and injure persons below. Lessee shall not keep any pet in the Premises without written permission from Lessor. Lessee shall not use porches for cooking, sleeping or storage of furniture, bicycles or other items of personal property. In no case shall Lessee allow porches or decks to be overloaded or occupied by more people than would be reasonably safe.

9. APPLIANCES: Lessee shall not install any air conditioning, heating or cooling equipment or dishwashers, clothes washers, dryers or other appliances in any portion of the building or Premises without Lessor's written permission. All such appliances installed by Lessee shall be maintained in good working order by Lessee and removed by Lessee at the expiration of the Lease Term. Any damage caused by appliances installed by Lessee shall be the responsibility of Lessee.

10. DISTURBANCE: Lessee agrees not to play televisions, radios, musical instruments or musical playback equipment in a manner which disturbs other tenants or neighbors, and shall maintain the volume of such equipment at reasonable levels. In addition, Lessee agrees to limit playing of such equipment between the hours of 10:00 p.m. and 7:00 a.m. to a volume that cannot be heard by persons outside of the Premises.

11. ACCESS TO PREMISES: Lessee shall permit the Lessor access to the Premises at all reasonable times if Lessor gives Lessee 24 hours advance notice, for the purposes of inspecting the Premises and/or making any necessary repairs, and to show the Premises to prospective tenants within the last 30 days of the Lease Term. In the event of an emergency or where repairs in the building require access to Lessee's Premises, Lessor may enter without prior notice to Lessee. Lessee's failure to provide such access shall be a breach of this Lease, and Lessor shall be entitled to terminate this Lease in the event such access is denied by Lessee.

12. SUBLET OR ASSIGNMENT: Lessee shall not sublet the Premises or any part thereof, nor assign this Lease, without obtaining Lessor's prior written permission.

13. HOLDING OVER: If the Lessee remains in possession of the Premises or any part thereof after the termination of this Lease by lapse of time or otherwise, then the Lessor may, at Lessor's option, consider such holding over as constituting a month-to-month tenancy, upon the terms of this Lease except at double the monthly rental specified above. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from Lessee's retaining possession of the Premises. In the event Lessor accepts a payment of rent for a period after the expiration of this Lease in the absence of any specific written agreement, continued occupancy shall be deemed a month-to-month tenancy, on the same terms and conditions as herein provided, except for the double rent provision, to the extent permitted by state or local law.

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14. FORCIBLE DETAINER: If Lessee defaults in the payment of rent or any part thereof, Lessor may distrain for rent and shall have a lien on Lessee's property for all monies due Lessor, or if Lessee defaults in the performance of any of the covenants or agreements herein contained, Lessor or its agents, at Lessor's option, may terminate this Lease and, if abandoned or vacated, may re-enter the Premises. Non-performance of any of Lessee's obligations shall constitute a default and forfeiture of this Lease, and Lessor's failure to take action on account of Lessee's default shall not constitute a waiver of said default. Lessee waives any demand for a jury in connection with the enforcement of the provisions of this Lease by any party.

15. LIABILITY FOR RENT: Lessee shall continue paying rent and all other charges for the Premises to the end of the term of this Lease, whether or not the Premises becomes vacant by reason of abandonment, breach of this Lease by Lessee, wrongful termination by Lessee or if the Lessee has been evicted for breach of this Lease, to the extent said obligation for rent has not been mitigated, abated or discharged, in whole or in part, by any applicable law. Notwithstanding any of the provisions contained in this section, the Lessor shall make a good faith effort to re-let the Premises (but not in priority to other vacancies) and if the Premises is re-let, Lessee shall be responsible for the balance of the rent, costs, advertising costs and attorney's fees in connection therewith.

16. BINDING EFFECT: If Lessee shall violate any covenant or provision of this Lease, Lessor shall have the right to terminate this Lease or Lessee's right to possession pursuant to this Lease upon appropriate legal notice to Lessee. If Lessee assigns this Lease, whether with or without Lessor's permission as required herein, the covenants and conditions contained in this Lease shall nonetheless be binding on the assignee as if assignee had signed this Lease. Nothing contained in this paragraph 17 shall preclude Lessor from commencing legal proceedings against any assignee of this Lease who obtained possession from the party named as Lessee in this Lease without Lessor's written permission as required in paragraph 13 above.

17. ATTORNEY'S FEES: If Lessor commences legal proceedings to enforce any covenants of this Lease due to Lessee's breach thereof, Lessee shall pay Lessor's reasonable attorney's fees so incurred.

18. CONTINUOUS OCCUPANCY: Lessee shall maintain continuous occupancy of the Premises, and not allow the same to remain vacant for any period in excess of ten days without notifying the Lessor of such vacancy. Lessee shall not allow persons other than those authorized by this Lease to occupy the Premises as guests for periods exceeding seven consecutive days during the Lease Term for any reason without obtaining Lessor's written consent.

19. REMEDIES CUMULATIVE: Lessor's remedies contained in this Lease are cumulative and are in addition to, and not in lieu of, any other remedies granted to Lessor pursuant to this Lease or applicable state or local law.

20. FIRE OR CASUALTY: If the Premises, building or any part thereof shall become uninhabitable as a result of fire, explosion or other casualty, Lessor and Lessee shall have all of the rights provided by state or local law. For purposes of this paragraph, Lessor's good faith effort to obtain insurance adjustments, settlements or awards to obtain sufficient funds to perform repairs made necessary due to fire, explosion or other casualty shall be deemed diligent efforts to repair the building within a reasonable time.

21. MECHANIC'S LIENS: Lessee shall not place or allow to be placed on the Premises, the building or elsewhere on the real property including the Premises, any mechanic's lien or any other claim for lien for any repairs, maintenance, alterations or modifications performed by, or ordered or contradicted by, the Lessee, whether or not same were rightfully performed or ordered by the Lessee. The placement of any such lien shall constitute a breach of this Lease and upon ten days' notice to cure said lien or lien claim, Lessor may terminate Lessee's tenancy or right to possession. In addition, Lessor shall have the right to satisfy and remove said lien without regard to the merits thereof and Lessee shall be responsible for the damages incurred in removing the lien, along with other damages, costs and attorney's fees incurred by Lessor in connection therewith.

22. RULES AND REGULATIONS: Lessee agrees to obey the Rules and Regulations contained and hereby incorporated into this Lease, and any attachments and inclusions hereto as well as any further or amended Rules and Regulations established by the Lessor during the Lease Term.

23. SUBORDINATION OF LEASE: This Lease is subordinate to all mortgages which may now or hereafter affect the real property of which the Premises is a part. The recordation of this Lease or any memorandum thereof by Lessee shall constitute a material breach of this Lease.

24. SEVERABILITY: If any clause, phrase, provision or portion of this Lease, or the application thereof to any person

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or circumstance, shall be determined to be an invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease or any other clause, phrase, provision or portion hereof, nor shall it affect the applicability of any clause, provision or portion hereof to other persons or circumstances.

25. **ADDITIONAL TERMS:** (A) Tenant must follow all _____ and condo association rules and regulations.

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RULES AND REGULATIONS

1. 2 cats allowed per landlord. No other dogs or cats allowed. No other pets or other animals shall be kept in the Premises except with the Lessor's prior written consent, and subject to the conditions set forth in any such consent. No animals are permitted without a leash in any public areas of the Premises.
2. No additional locks or other similar devices shall be attached to any door without Lessor's written consent.
3. Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the Premises any inflammable fluids or materials which may be hazardous to life or property.
4. Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the building. Children are not permitted to play in the common areas. Lessee may not store any items in the hallways or common areas of the building.
5. Operation of electrical appliances or other devices which interfere with radio or television reception is not permitted.
6. Deliveries and moving of furniture must be conducted through the rear entrance of the building at times permitted by Lessor.
7. Lessee may not barbeque or operate cooking equipment on porches or balconies.
8. Lessee shall not dispose of rubbish, rags or other items which might clog toilets or sink drains into toilets or sink drains.
9. Lessee shall not place any signs or advertisements on the windows or within the apartment or otherwise upon the building, if such signs are visible from the street.
10. Lessee shall dispose of garbage and refuse by securely bagging or wrapping same and disposing of it in designated garbage containers or incinerators. Lessee shall not allow garbage containers to overflow and shall see to it that garbage container lids are fully closed and secure at all times.
11. Lessee shall not install a waterbed or any other unusually heavy item of furniture without prior written permission from Lessor.
12. Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the building code.
13. Lessor may bar individuals from the building and/or Lessee's Premises. All guests and invitees of Lessee shall observe all rules and regulations of the building. If these provisions are violated by guests, they may be barred and/or arrested for criminal trespass, after they have received a barred notice and then have been placed on a barred list by Lessor. Violation of this rule is grounds for termination of your tenancy.
14. If the Premises are subject to any other Rules & Regulations, such as condominium association Rules & Regulations, those Rules & Regulations are hereby incorporated into this Lease and it shall be the obligation of the Lessee to comply with those other Rules & Regulations.

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ASSIGNMENT BY LESSOR

In consideration of One Dollar to the undersigned in hand paid, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby transfers, assigns and sets over to _____ all right, title and interest in and to this Lease and the rent thereby reserved, except rent due and payable prior to _____ 20____.

Dated _____, 20____.

Authorized Agent for Lessor

GUARANTEE

In consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor(s) hereby guarantees the payment of rent and performance under this Lease by Lessee. Guarantor(s) heirs, executors, administrators, successors or assigns shall likewise be bound to all covenants and agreements of this Lease.

Dated

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SECURITY DEPOSIT RECEIPT

LESSOR: NORTH SHORE HOLDINGS, LTD.

LESSEE: _____

PROPERTY ADDRESS: _____

SECURITY DEPOSIT AMOUNT:

RECEIVED FROM:

LOCATION WHERE FUNDS WILL BE HELD:

Harris Bank
Chicago, IL

SECURITY DEPOSIT RECEIVED BY THE
FOLLOWING ON BEHALF OF LESSOR:

(Signature of Authorized Agent for Lessor)

Previously
Date Received

KEN LEBOVIC
Printed Name

Security Deposit Paid By (check one):

- Cash
 Check
 Money Order
 Cashier's Check

Check Number: _____

**COPY OF CHECK, MONEY ORDER OR CASHIER'S CHECK
MUST BE RETAINED FOR THE LESSOR'S FILE.**

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Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ / _____ Lessee has received copies of all information listed above.

(d) _____ / _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*

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EXHIBIT B

Lease Forms

[See Attached]

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