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Proprietary Lease

TWELVE SIXTY ASTOR STREET BUILDING
CORPORATION
LESSOR

Peter B. Binsinger

LESSEE

86215974



THE BUNTING-HARRIS PRINTING COMPANY, 212 WEST JACKSON, CHICAGO

MAIL TO: STEVE DEKORNY
189 W. MADISON
CHICAGO, ILL. 60602

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PROPRIETARY LEASE.

THIS LEASE, made and entered into this 15th day of Sept. 1, 1976
A. D. 1976, between

TWELVE SIXTY ASTOR STREET BUILDING CORPORATION,
a corporation duly organized and existing under the laws of the State
of Illinois, hereinafter called "Lessor" and
Peter Benzinger
of Chicago, Illinois, hereinafter called "Lessee,"

WITNESSETH:

WHEREAS, the Lessor owns and operates an apartment building and
the site therefor situated at 1260 Astor Street, in the City of Chicago
and State of Illinois; and

WHEREAS, the Lessor has determined that some or all of the apart-
ments in said building shall be leased to co-operative owners who are
stockholders of the Lessor to be held under terms and conditions
similar to those mentioned in this lease, such leases being hereinafter
sometimes referred to as "proprietary leases," and

WHEREAS, the Lessee is the owner and holder of 12,590 shares
of the common capital stock of the Lessor, which number of shares is
sufficient to qualify him to own a proprietary lease of the apartment
herein described,

Now, THEREFORE,

In consideration of the premises and the covenants and conditions
hereinafter set forth, the Lessor has leased and by these presents does
hereby lease unto the Lessee, and the Lessee hires and takes as Lessee
all that certain space herein sometimes collectively referred to as the
"Apartment" comprising - 14 - rooms on the 13th floor in the
~~_____ tier of said apartment building, and approximately shown~~
~~within the red line on the diagram hereto attached:~~

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To HAVE AND TO HOLD the above demised premises as a private residential apartment by the Lessee and the Lessee's immediate family, except as hereinafter provided, for and during the term commencing on the 1st day of October, A. D. 1946 and ending on the thirtieth day of April, A. D. 2046, unless said term shall be sooner terminated as hereinafter provided.

The Lessee, in consideration of said demise, and subject to the conditions and limitations herein stated, hereby covenants with the Lessor as follows:

1. The Lessee will pay to the Lessor as rent for said Apartment, in lawful money of the United States of America, at the office of the Lessor, or at such other place in the City of Chicago as the Lessor may from time to time in writing appoint:

A. The sum of One Dollar (\$1.00) per year, in advance on the first day of March of each and every year of the demised term.

B. The amounts of any and all "Further Rents" which may at any time or times be determined and levied against the Lessee or in respect of the Apartment, by the Board of Directors of the Lessor, said "Further Rents" to be determined as follows:

The Board of Directors of the Lessor shall, by resolution adopted in or about the month of each year in which the annual meeting of the stockholders of the Lessor is held in accordance with the by-laws of the Lessor, estimate the amount of funds which, in its judgment, will be required by the Lessor during the current or ensuing year or both (in addition to its other prospective income for such period and the surplus, if any, earned during the preceding year or years) for the payment of all prospective expenses and outlays by the Lessor, permitted herein, including, among other things, cost of maintenance of corporate existence, the payment of general taxes, special assessments, water rates, income taxes, insurance premiums, operating expenses, the cost of repairs, additions, improvements, alterations and replacements to said building, interest on mortgage indebtedness, the expense of refinancing or refunding any encumbrance, the payment of

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any deficits in previous years, all other costs, expenses and obligations of every nature incurred by the Lessor (except the principal of any mortgage indebtedness and the cost of all additions, improvements or replacements, unless consented to by the owners of at least two-thirds of the shares of stock of the Lessor at the time outstanding), and, if deemed advisable by the Board of Directors, an annual reserve fund as a safeguard against any unexpected or extraordinary expense. If at any time the Board of Directors of the Lessor shall resolve that a special emergency exists requiring additional funds, it may make a supplemental estimate of the amount to be required for the corporation for the purposes above mentioned for the ensuing or the current year or both. The amount of each and every estimate and supplemental estimate so made shall be divided by the aggregate number of shares of the Lessor owned by all of the lessees under propriety leases, and the result thus obtained multiplied by the number of shares owned by the Lessee under this lease shall be the amount of the Further Rent for the period covered by such estimate and shall be paid by the Lessee to the Lessor at such time or times and in such approximately equal monthly installments over the period covered by such estimate, as may be designated from time to time by the Board of Directors of the Lessor. The resolution of the Board of Directors making the estimates and determining the Further Rents above provided for shall not be subject to question or objection by the Lessee, but may be subsequently changed in amount by said Board or by its successors. The right to establish the amount of and to require payment of any such Further Rents shall be possessed only by the Board of Directors of the Lessor, and shall not pass to any receiver, trustee or creditor of the Lessor. The failure of the Board of Directors of the Lessor to prepare the annual budget as hereinabove provided shall not act as a waiver or release in any manner of the Lessee's obligation to pay the same, whenever determined. So much of assessments collected by the Lessor pursuant to the terms of this paragraph B as shall be devoted to the payment of any capital expenditures shall be credited by the Lessor upon its books to the account of paid-in surplus.

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C. Additional rent, upon demand, in a sum equal to an amount determined as follows:

(a) The Lessee will, at his own expense, keep the interior of the Apartment, its equipment (excluding refrigerators, stoves and electrical fixtures which will be maintained by the Lessor) and appurtenances, in good order, condition and repair, in a clean and sanitary condition and do all decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of said Apartment, and suffer no waste thereof or injury thereto. Lessee will repair all injury to said building caused by his act, neglect or carelessness, or that of his sublessee or member of his family or of such sublessee or of any guest, employee or agent of the Lessee or of such sublessee and that all such repairs, redecorating, painting and varnishing shall be of the quality and kind equal to the original work, and all repairs, alterations, additions or improvements made at any time shall be the property of the Lessor without any compensation to the Lessee therefor.

(b) If by reason of the use, misuse, occupancy or abandonment of the Apartment or the improper conduct of the Lessee or of his sublessee, the rate of fire insurance on the building or its contents shall be increased, or any fine, bond or penalty shall be imposed on the Lessor, the Lessee shall become personally liable to the Lessor for the increased insurance premiums, fine, bond or penalty, and the Lessor may at its option pay the same or take such steps as may be necessary or desirable to protect itself, and the amount expended therefor is hereby agreed to be additional rent hereunder due and payable upon demand.

(c) If the Lessee or his sublessee shall suffer or permit any lien to be filed or placed against the property of the Lessor, or the Apartment, on account of any material furnished or labor or services rendered in the making of any decorations, repairs, restorations or alterations in the Apartment or the Apartment Building and chargeable to or required to be made by the said Lessee under the terms hereof, then when such lien has been filed or placed the Lessee shall, after notice thereof as hereinafter provided, remove said lien or take such other

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action in respect thereof as the Lessor may in writing prescribe to protect said building and premises against the same, and if he does not do so the Lessor may at its option pay and discharge the same, and any expenditure of the Lessor for said purpose, together with all costs, expenses and reasonable attorney's fees paid or incurred in connection therewith, is hereby agreed to be additional rent hereunder due and payable upon demand. The Lessor shall not be required to inquire into the validity of any such lien nor to await the entry of any judgment or decree before paying same.

(d) If the Lessee shall at any time be in default hereunder and the Lessor shall institute an action at law or in equity or a summary proceeding against the Lessee based upon such default in enforcing any of the terms or covenants of this Indenture, the Lessee shall reimburse the Lessor for any and all costs and expenses, including reasonable attorney's fees, expended or incurred, and any and all such sums expended or incurred by the Lessor are hereby agreed to be additional rent hereunder due and payable upon demand.

(e) The Lessee shall pay all telephone, gas, electric and artificial refrigeration bills rendered against him or charged against the Apartment, and in the event that the Lessee does not pay such bills when they become due and payable, the Lessor may pay the same, and the amount so paid by the Lessor is hereby agreed to be additional rent hereunder due and payable upon demand.

(f) The Lessee shall at all times during the demised term indemnify and save harmless the Lessor from every and all loss, cost, and liability whatsoever which may arise from or be claimed against the Lessor by any person or persons or any claimant for any injuries to person or property or damage of whatsoever kind or character where the injury or damage arises from the use and occupancy of the Apartment by the Lessee or those holding under the Lessee or arising either wholly or in part from any act or omission of the Lessee, or of any member of the family of the Lessee, or of any invited guest, servant or sublessee of the Lessee or any other person or persons claiming through or under the Lessee, and any sums so

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expended or incurred by said Lessor together with all its costs, expenses and reasonable attorney's fees in connection therewith are hereby agreed to be additional rent hereunder due and payable upon demand.

(g) If rent herein reserved or any other sums due hereunder are not paid on or before thirty (30) days after the same shall become due, Lessee agrees that upon demand he will pay interest thereon from the due date thereof until the payment of same at the rate of seven per cent (7%) per annum, and such interest is agreed to be additional rent hereunder, due and payable on demand.

2. The Lessor is hereby given and shall have at all times until the payment in full of all rentals and other sums due hereunder, a first and valid lien upon the interest of the Lessee hereunder, and upon all drapes and attached floor coverings placed in or about the Apartment by the Lessee, whether exempt by law or not, and (subject to any existing pledge of said shares to the holders of any mortgage on the Lessor's property) upon the shares of stock of the Lessor owned by the Lessee, to secure the payment of any and all sums which may at any time become due to the Lessor hereunder, which lien may, at the option of the Lessor, be foreclosed in equity or in any other lawful manner, at any time when such sums or any portion thereof shall become overdue hereunder; and in the event of any such foreclosure, a receiver may, at the option of Lessor, be appointed with the usual powers of receivers in equity to take possession of any or all of the property covered by said lien, and relet all or such portion thereof as such receiver shall, pursuant to order of court, see fit. The shares of stock of the Lessor held by the Lessee are (subject to any existing pledge of said shares to the holders of any mortgage on the Lessor's property) hereby continuously and irrevocably pledged by the Lessee to the Lessor as security for the payment from time to time and as often as the same may become due and payable of any and all obligations of the Lessee to the Lessor pursuant to any provision of this lease. The Lessor shall have and it is hereby irrevocably given the right (subject to any existing pledge of said shares

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to the holders of any mortgage on the Lessor's property) to sell said shares of stock in the event of a default by the Lessee in the payment of any sum or sums due and owing by the Lessee to the Lessor pursuant to any provisions of this lease and the continuance of any such default for a period of thirty (30) days after written notice from the Lessor to the Lessee specifying such default. In the event of such default and the continuance thereof for said period after written notice as hereinabove provided, said shares of stock may be sold by the Lessor, at public or private sale, for cash or upon such terms of credit as to the Lessor shall seem reasonable and proper, upon not less than five (5) days' written notice by the Lessor to the Lessee of the time and place of said sale. At any such public sale the Lessor or its agents may bid for and purchase such shares of stock.

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

4. The Lessee shall permit the Lessor and its agents at any and all reasonable times during the demised term to visit and examine the Apartment for the purpose of ascertaining the condition thereof and for the purpose of exhibiting the same to prospective purchasers of the building of which demised premises are a part, or to prospective purchasers or lessees of the demised premises; also the servants, agents, or employees of the Lessor may enter the Apartment at any time when authorized so to do by the Lessor or Lessor's agents to make or facilitate repairs, alterations, changes or improvements to said Apartment or in or to any part of the building in which the Apartment is located.

5. The Lessee will not use the Apartment or any part thereof, or suffer the same or any part thereof to be used for any purpose other than as a private residence for the Lessee and his family or a sublessee occupying the same, with the consent of the Lessor as herein provided, for the same purpose; said Apartment shall not be used as a boarding or lodging house, or for a school or to give instructions in music or singing or for any purpose of trade, business or enter-

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tainment; and none of the rooms shall be offered for rent by placing notices on any door or window, or on any other part of the apartment building or said premises, nor shall any room in the Apartment be offered for rent in any manner or rented without the consent of the Lessor.

6. The Lessee understands that the character of the occupancy of the Apartment is an especial consideration and inducement for the granting of this lease and he agrees that he will be responsible for the conduct of all persons in or about the Apartment hereby leased and shall not permit or suffer anything to be done which will obstruct or interfere with the rights of other tenants, or annoy such tenants by unreasonable noises, or otherwise, or injure the reputation of the Apartment or the building of which it is a part, or obstruct the public halls or stairways of the building; and the Lessee agrees that he, his family and all persons dwelling or visiting in the Apartment, will observe and comply with the House Rules and Regulations annexed hereto and made a part hereof, and such other and further rules and regulations whether similar to or different from the present House Rules, as the Lessor may from time to time deem needful and prescribe for the safety, care and cleanliness of the building, and the preservation of good order, as well as the comfort, quiet, and convenience of the occupants of the building and to the further end that the building of which the demised premises are a part can be operated as a co-operative building of the highest grade and its reputation as such will be preserved; and the Lessee will not permit or suffer anything to be done, brought, or kept, upon said premises, which will vitiate any policy of insurance on the Apartment Building or the contents thereof, or increase the fire insurance rate thereon, and he shall not use or permit the Apartment to be used for any unlawful purpose, and he, his family and all persons dwelling or visiting in the Apartment, shall promptly comply with all the laws, rules, orders, or regulations applicable to the Apartment, made by any lawful authority, Municipal, State or National, or by the Chicago Board of Underwriters.

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7. The Lessee understands and agrees that the taking possession of the Apartment by the Lessee at or subsequent to the commencement of the term hereof shall constitute a conclusive admission by the Lessee that the Apartment at such time was in thoroughly good order, repair and condition, and that no representations as to the condition of the Apartment or of the Apartment Building of which it is a part have been made by the Lessor or by its agents, and that no obligation as to cleaning, repairing, redecorating, improving or adding to the same, or any part thereof, in any manner, has been assumed by the Lessor, or shall hereafter be incurred by the Lessor otherwise than as herein expressly provided.

8. The Lessee shall not make or suffer to be made any alterations, improvements or additions in the Apartment or to the exterior or interior of said building without in each case first procuring the written consent thereto of the Lessor.

9. The Lessee upon the termination of this lease by lapse of time or otherwise, or when the Lessor shall be entitled to the possession of the Apartment under the provisions hereof, will quit and surrender the Apartment including all additions, alterations, and improvements, and the equipment hereinabove described, all in the same good order, condition and repair as on the date of the commencement of the demised term, loss by fire or other casualty and ordinary wear and tear which cannot be offset by reasonable repairs, decorations, painting or varnishing herein provided to be done by the Lessee excepted, and the Lessee shall promptly deliver to the Lessor all keys to locks in or about said Apartment whether originally furnished to the Lessee by the Lessor or otherwise procured by the Lessee. If the Apartment is not vacated by the Lessee or his sublessee when the Lessor may become entitled thereto under the provisions hereof, the Lessee agrees to reimburse the Lessor for all damages which the Lessor may suffer by reason thereof or at option of Lessor the amount hereinafter provided to be paid on holding over.

10. Any damage to any other apartment caused by leaky radiators, refrigerators, or other causes from within the Apartment (except the

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concealed pipes or plumbing not susceptible of inspection by the Lessee) shall if caused by the negligence, omission to act, or misconduct of the Lessee be paid for by the Lessee. This covenant is included herein not only for the protection of the Lessor but also for the protection of the lessees of the other apartments in the building, and shall be enforceable by them directly against the Lessee.

11. The Lessor will not be liable for any injury or damage caused by any latent defect in the Apartment or in or about the Apartment Building nor any injury or damage done or occasioned by the elements or by other tenants or persons therein or resulting from steam, gas, electricity, water, rain or snow which may leak or flow from any part of said building, except that the Lessor shall be responsible for any damage caused to the decorations in the Apartment because of leaks in the roof of said building, but the Lessor shall not be responsible for any injury or damage done or occasioned by any defect in plumbing, electric wiring, or insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the breaking of any sewer pipe or downspout, or from the bursting, leaking or running of any tank, in, upon or about the Apartment or Apartment Building, or for the failure of water supply, gas supply, or electric current, or any damage or injury done or occasioned by the falling of any fixtures, plaster or stucco, or for the presence of water bugs, vermin, or insects, if any, nor shall their presence in any way affect this lease, or for interference with light or other incorporeal hereditaments by anyone other than the Lessor, and it is expressly understood and agreed that the foregoing enumeration is not intended to be all inclusive, but that the Lessor will not be liable for any repairs or damage or injury to person or property in or about the Apartment or Apartment Building except to the extent of paying for the cost of making such repairs as are specifically required to be made by the Lessor hereunder. The Lessor shall not be responsible for any package or articles left with or entrusted to an employee or agent of the Lessor. If the Lessor shall furnish to the Lessee as appurtenant to the Apartment any storage or garage space, use of laundry or any other facility outside of the Apartment.

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it is understood and agreed that the same is furnished gratuitously by the Lessor, and that if the Lessee or any other person shall use the same, such person does so at his or her own risk and upon the express stipulation that the Lessor shall not be liable for any loss of property therein, or any damage or injury whatever to person or property therein. The Lessor shall not be liable to the Lessee or to any other person claiming through or under the Lessee for any damage or injury arising from any act, omission or negligence of co-tenants or other persons, or occupants of the building or of adjoining or contiguous property, or from any act, omission, or negligence of the Lessor's agents or servants, all claims for any such damage or injury being hereby expressly waived.

12. This lease is made, executed and delivered by the Lessor and made, executed, delivered to and accepted by the Lessee upon the following express covenants, agreements, conditions and limitations, to-wit:

A. That this lease and the interest of said Lessee, his spouse, heirs, executors, administrators and assigns in said premises shall at all times and under all circumstances be and remain subject and subordinate to the lien of each, every and all mortgages or trust deeds and the indebtedness and charges thereby secured to be paid according to the respective tenors thereof whether such mortgage or mortgages, trust deed or trust deeds now exist or shall be hereafter placed upon said premises, provided that with respect to any mortgage or trust deed hereafter placed thereon the consent thereto of the holders of at least two-thirds of the shares of stock of the Lessor at the time outstanding shall have been procured either in writing signed by them or by vote at a meeting of the shareholders of the Lessor, and provided further that this lease is not to be construed as being made for the benefit of the mortgagee or any other person except the Lessor and Lessee.

B. That in the event that the Lessor shall at any time or times hereafter during the life of the last to survive of the persons who

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at the date hereof are lessees of apartments in said Apartment Building, or within twenty-one (21) years thereafter, desire to mortgage said premises and building of which the Apartment is a part, for its corporate purposes, and shall with the consent of the owners of at least two-thirds of the shares of stock of the Lessor at the time outstanding, obtained at a regular meeting or a special meeting of the shareholders called for that purpose, make, execute and deliver any mortgage, mortgages, trust deed, trust deeds or agreements, pledging or conveying said premises and building, or any part thereof, as security for any corporate debt hereafter contracted or incurred, then and in every such case the estate and interest herein granted and demised to the Lessee, together with any estate or interest created by virtue of the laws of the State of Illinois relating to homestead or dower, shall vest immediately in and inure to the benefit of such mortgagee, or trustee, named in any such mortgage or trust deed, or person entering into such agreement, for the same purposes and to and upon the same trusts and subject to all powers, covenants, agreements and provisions in such mortgage, trust deed or agreement mentioned, to the same extent and in like manner as though said Lessee herein and his spouse and all persons claiming by, through or under said Lessee had joined with the said Lessor in making, signing, sealing, delivering and acknowledging such mortgage, trust deed or agreement, it being the intention hereof that the lien of each such mortgage or trust deed shall become and remain superior to this lease and to the rights of the Lessee, his spouse, heirs, executors, administrators and assigns.

C. That the Lessee, for himself and all persons claiming by, through or under him, hereby covenants and agrees with the Lessor that upon the making, executing and delivering by the said Lessor of any such mortgage, trust deed or agreement, the Lessee, his spouse, and all persons, rightfully claiming any estate or interest in or to the Apartment by, through or under said Lessee, shall from time to time, and at all times, at the request of the Lessor or at the request of such mortgagee, trustee or party to any such agreement, execute all such

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conveyances, assignments, releases, including the release and waiver of the right of homestead, or further assurances for the purpose of more fully vesting and confirming in such mortgagee, trustee or party to any such agreement, all the right, title and interest herein granted and demised to the Lessee, as the Lessor or any said mortgagee, trustee or party to any such agreement shall require and as shall be tendered to be done and executed.

13. It is expressly understood and agreed that the character of and restriction upon the occupancy of the Apartment, as hereinafter expressed and limited, is an especial consideration and inducement for the granting of this lease and, therefore, the Lessee shall not assign, or attempt to assign this lease or any part thereof, or permit the same to be assigned by operation of law; nor let, nor sublet all or any part of the Apartment, without in each case obtaining the consent in writing to the proposed assignment or subletting, either of the Lessor pursuant to resolution of its Board of Directors, or of a majority of the individuals who are directors of the Lessor, or of the holders of record of a majority of the capital stock of the Lessor; provided, however, that on the happening of any of the following events, it shall not be necessary to secure such consent to the transfer and assignment of this lease:

(a) In the event that the Lessee shall make an assignment of this lease and said qualifying shares of the stock of the Lessor as collateral for a loan, and said assignment shall contain an agreement or provision that the assignee shall have no right to occupy said apartment without the previous consent of the Lessor as herein provided;

(b) In the event that the Lessee shall, while not in default hereunder, by a valid trust instrument transfer said qualifying shares and the Lessee's interest in this lease to a trustee for the sole benefit of the Lessee, his or her spouse, parent or parents, child or children, or if the Lessee shall die, and by virtue of any law of inheritance or of a valid will, the ownership of said qualifying shares and the Lessee's interest in this lease shall be transferred to the surviving spouse,

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parent or parents, child or children of the Lessee, or to a trustee appointed under the provisions of the last will and testament of the Lessee for the benefit of such surviving spouse, parent or parents, child or children.

14. No assignment of this lease, whether permitted by the terms hereof or consented to by the Lessor, shall be valid unless the assignee, whether a trustee or otherwise, shall acquire the ownership of the Lessee's qualifying shares of the stock of the Lessor and shall within thirty (30) days after the execution and delivery of such assignment or within thirty (30) days after such assignee acquires title by descent or devise, execute and deliver to the Lessor an instrument in writing executed under seal, wherein and whereby such assignee shall expressly accept in writing such assignment and agree to assume and be bound by all of the covenants of the Lessee herein contained and all of the obligations of the Lessee thereafter accruing hereunder.

15. The permission of the Lessor to sublet the Apartment in whole or in part shall not relieve the Lessee hereunder of any of his obligations under this lease, but shall only be an approval of the sublessee as an acceptable occupant of the Apartment at the time of the giving of such approval.

16. It is further covenanted and agreed that all subleases shall expressly be made subject to all of the covenants, conditions and provisions of this lease and that upon the termination of this lease, all subleases shall *ipso facto* terminate.

17. Any attempted assignment or subletting of this lease in violation of the provisions herein contained shall be void and shall not vest in the assignee or sublessee any right, title or interest herein or hereunder or in the Apartment.

18. If the Lessor shall consent to any assignment hereof or subleasing hereunder, there shall be no further assignment or subletting without in each case obtaining the express written consent of the Lessor, except as herein otherwise provided, and if an assignment is made in accordance with the provisions of this lease the assignee

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shall be subject to the same terms and conditions as to future assignments.

19. Whenever the Lessee under the provisions hereof shall be entitled to assign this lease, and shall so assign it, and the assignee shall acquire the ownership of the Lessee's qualifying shares of the stock of the Lessor and deliver to the Lessor said instrument in writing assuming all of the covenants and obligations thereafter accruing hereunder, then and in that event such Lessee assignor shall be forever released and discharged of any and all of the covenants and obligations of this lease thereafter accruing.

20. This lease is made, executed, delivered and accepted by the Lessee upon the express conditions and agreement that this lease and the estate hereby created shall cease, determine and the term hereof come to an end:

A. In the event that the Lessor, at any time during the demised term, with the consent of the owners of at least two-thirds of its shares of stock at the time outstanding, given at a shareholders' meeting, duly called for that purpose, upon notice given in accordance with the by-laws and the laws of Illinois, shall sell the said premises and the building situated thereon.

B. In the event the building of which the demised premises are a part shall be injured or damaged by fire or other casualty to the extent of fifty per cent (50%) or more of its then full insurable value, unless within thirty (30) days from the settlement of the fire or other loss insurance the Lessor or the mortgage trustee or mortgagee, if any there be, shall elect to rebuild the same and give notice of such election within said time to the Lessee herein, in which case the Lessor or said mortgage trustee or mortgagee shall rebuild the same with due diligence, subject to delays caused by strikes, lockouts, acts of God or the public enemy.

C. In the event that the building of which the demised premises are a part or any part thereof shall be condemned for public use.

21. This lease is made, executed, delivered and accepted by the Lessee upon the express condition and agreement that this lease and the estate hereby created shall, at the option of the Lessor, cease, determine, and the term hereof come to an end, or that at the option

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of the Lessor the Lessor may re-enter the demised premises without terminating the term hereof as in paragraph 23 of this lease set forth:

A. In the event that the Lessee shall at any time during the term of this lease cease to have standing of record in his name on the books of the Lessor a number of shares of the stock of the Lessor at least equal to the number owned by the Lessee at the date of the execution of this lease and above specified, in addition to the shares required to be owned by the Lessee under any other lease which the Lessee may have with the Lessor hereunder; provided, however, in the event that the Lessee shall die at any time during the term of this lease, either testate or intestate, and thereupon, by virtue of any law of inheritance or of a valid will, the ownership of said shares of stock shall be transferred, said right of the Lessor to terminate this lease by virtue of the above clause shall not be exercised for a period of eighteen (18) months from the death of the Lessee to enable the person or persons so acquiring the shares to present evidence of ownership satisfactory to the Lessor; provided, further, that nothing in this clause shall be construed to prohibit the creation of a trust of said shares of stock and the Lessee's interest in this lease for the sole benefit of the Lessee, his or her spouse, parent or child.

B. In the event that at any time the Lessor, acting pursuant to a majority vote of its Board of Directors, shall deem the tenancy of the Lessee an undesirable one by reason of objectionable or improper conduct on the part of the Lessee, or any person dwelling in or visiting the demised premises (and it is agreed that among other things repeatedly to violate or disregard the House Rules herein referred to, or to permit or tolerate, with or without the knowledge or consent of the Lessee, a person of dissolute, loose or immoral character to remain in the demised premises, shall be deemed to be objectionable conduct); provided, however, that in the event that the Lessee shall feel that the Board of Directors was not justified in terminating this lease on such account he shall at his election be privileged to have the matter considered by the shareholders of the Lessor. Unless the Lessee shall file a written notice of appeal with the Secretary of the Lessor before the expiration of thirty days after the receipt of notice of the termination of this lease by the Board of Directors of the Lessor he shall be deemed to have elected to waive this right of appeal. If the Lessee elects to appeal as herein provided, a special meeting of the shareholders shall be called as soon as practicable for the purpose of considering the appeal and in such case the vote or action taken at such meeting by a majority

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of the shares of stock of said corporation shall be final and conclusive. In the event of an appeal by said Lessee to the shareholders of said corporation the right to terminate this lease shall be suspended until said shareholders have acted on this matter as herein provided. If the shareholders at the aforesaid shareholders' meeting determine as herein provided that the tenancy of the Lessee is undesirable, this lease and the term hereby created shall come to an end immediately or the Lessor may at its option re-enter the demised premises without terminating the term hereof, all in the same manner and with the same effect as if no appeal had been taken.

C. In the event that at any time during the term of this lease the Lessee (a) shall be adjudicated a bankrupt under the laws of the United States; or (b) shall make a general assignment for the benefit of his creditors; or (c) if a receiver for the interest of the Lessee hereunder or of all of the Lessee's property shall be appointed by any court of competent jurisdiction, which appointment shall not be vacated within thirty (30) days after the appointment of such receiver; or (d) the Lessee's interest hereunder shall be levied upon by virtue of an execution and offered for sale pursuant thereto; or (e) if Lessee shall fail, for a period of 15 days after written demand therefor, to pay the rent herein reserved or other moneys due hereunder; or (f) if the Lessee shall violate any of the terms, covenants and conditions herein contained to be by the Lessee kept and performed or fail or refuse to comply with any demand which Lessor by the terms hereof is permitted to make, and such violation or failure or refusal as the case may be shall continue for a period of 30 days after written notice thereof to him.

D. In the event of any attempted assignment or subletting in violation of the terms hereof without compliance with the provisions hereof with respect to assignment or subletting, or in the event the Lessee shall abandon said demised premises.

22. The Lessee hereby waives any and all other notices, whether required by statute or otherwise, of any default or demand for possession, and agrees, in the event of the termination of this lease pursuant to or by virtue of any of the events or contingencies mentioned in the subparagraphs designated A to C of paragraph 20 of this lease, or in the event of the termination of this lease or the re-entry of the Lessor pursuant to or by virtue of any of the events or contingencies mentioned in the subparagraphs designated A to D of paragraph 21

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hereof, and, in any case, upon the service of notice (if any) expressly required thereby and the expiration of the time (if any) therein expressly given for the curing of such default, to quit and surrender up possession of the demised premises to the Lessor, and agrees that the mere retention of possession thereof by Lessee of the demised premises shall constitute a forcible detainer, and that it shall be lawful for the Lessor, at its election at any time thereafter and without further demand or notice, either to declare said term ended or not as it may see fit, and to reenter the demised premises or any part thereof, either with or without process of law, and remove any and all persons and property therefrom, and the Lessor may use such force as may reasonably be necessary in expelling and removing the Lessee or other occupants of the demised premises without being liable to indictment, prosecution or damage therefor, and such entry shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due, nor a waiver of any covenant, agreement or promise in this lease contained to be kept and performed by the Lessee.

23. In the event of re-entry by the Lessor under the terms hereof, the Lessor may at its option and without terminating the term hereof, relet the demised premises or any part or parts thereof for such rent and upon such terms as shall be satisfactory to the Lessor, and may collect the rents therefor and for the purpose of such reletting may make any decorations, repairs or alterations or additions in and to said demised premises as may in its judgment be necessary and convenient, and is hereby authorized to deduct from the rentals so collected on such reletting, the cost of same as well as any expenses of reletting, such as commissions and advertising, and apply the net amount so received *pro tanto* in payment of the rent herein reserved. If the Lessee sublets the demised premises with the consent of the Lessor and Lessee makes default in the payment of the rents herein reserved, the Lessor may at its option and without terminating this lease, collect the rent from such sublessee and apply the same *pro tanto* in payment of the rent herein reserved. Collection of rents

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in case of reletting by the Lessor or in case of subletting by the Lessee shall not be deemed a waiver by the Lessor of any covenant herein or a release of the Lessee from the performance of the covenants herein contained to be performed by the Lessee, and in each case the Lessee agrees to pay the deficiency in the rents collected, if any there be.

24. In the event of the termination of this lease by lapse of time or otherwise, the Lessee agrees to surrender possession of the demised premises in good condition, loss by fire or other casualty, reasonable wear and tear which cannot be remedied by repairs and redecoration as herein provided, excepted, and deliver the keys to the Lessor without any demand or notice whatsoever, and the mere retention of possession thereafter shall constitute a forcible detainer, and the Lessee hereby agrees to pay, as liquidated damages for the whole time that such possession is withheld, a sum equal to four times the amount of the Further Rent due and payable during the time of said withholding under the terms of this lease, prorated for each and every day of such withholding.

25. In the event of a re-entry by the Lessor under any of the provisions of the subparagraphs designated A to D of paragraph 21 hereof, the Lessee shall have thirty (30) days after the date of such termination (and all such additional time during which the Lessee shall continue to pay to the Lessor each month a sum equivalent to the rent and all other payments herein reserved or required to be paid by the Lessee during such month, as and when they become due and payable hereunder) within which to sell his qualifying shares of stock of the Lessor to an applicant for a proprietary lease of the Apartment acceptable to the Lessor as an occupant thereof and during such time the Lessor will not lease the Apartment to any one else, and the Lessor agrees in such case also that if the Lessee shall thus pay all of such amounts promptly as aforesaid and shall procure a bona fide purchaser of his said qualifying shares of the stock of the Lessor who shall be approved by the Board of Directors of the Lessor as an acceptable occupant of the Apartment, the Lessor will on request

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execute and deliver a new proprietary lease of the Apartment similar in terms and form to this lease to such approved purchaser for the then unexpired portion of the original term hereof; provided that if the Lessee shall in any month before the execution and delivery of such new lease fail to make payment of any such amount on the date when the same thus would have become due hereunder had this lease not been canceled or within ten (10) days after demand in writing therefor from the Lessor, all obligations of the Lessor under this section shall without further notice or demand cease and terminate.

20. The Lessor, subject to the limitations of liability hereinafter stated, hereby covenants with the Lessee as follows:

(a) The Lessee, upon paying the rents and performing the covenants of the Lessee as herein set forth, shall at all times during the term hereby granted be entitled to the use of such facilities in or about the Apartment Building as may be provided generally for the use of the other tenants of similar apartments therein, and shall quietly have, hold and enjoy the Apartment without any suit, trouble or hindrance from the Lessor, its successors or assigns; provided, however, that the Lessor shall have full power to determine the manner of maintaining and operating the Apartment Building.

(b) The Lessor shall at its own expense: maintain and operate the Apartment Building as a first class apartment building and faithfully endeavor to furnish heat to the Apartment when it may be necessary, and an ample supply of hot and cold water; maintain reasonable passenger and freight elevator service, and a reasonable number of attendants for the proper care and service of the Apartment Building; make proper connections for supplying to the Lessee at his own expense and charge, electricity, gas and telephone for use in the Apartment; and use reasonable diligence to keep the sidewalks and courts clean, free from obstructions and lighted.

(c) The Lessor shall keep in good order, condition and repair the foundations, walls, supports, beams, roofs, gutters, cellars, fences, sidewalks, fire escapes, chimneys, boilers, pumps, tanks, front and

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rear entrances, main halls, stairways, porches, elevators and all main and principal pipes for carrying water, gas or steam through the said building and the main drain pipes and electrical conduits, together with all plumbing apparatus intended for the general service of the building, and all plumbing and heating apparatus in the Apartment, it being agreed that the Lessee shall give the Lessor prompt notice of any disorders or defects requiring repairs to be made, and shall at all reasonable times allow the representatives of the Lessor to enter and inspect the Apartment for the purpose of determining the necessity and character of any such repairs and of making the same, and upon reasonable notice to permit the Lessor or its agents to remove such portions of the walls, floors and ceiling of the Apartment as may be required for the purpose of making such repairs, all portions so removed to be replaced by the Lessor as soon as reasonably can be done, in as good condition as before removal. If the Lessee shall fail or refuse, or not be personally present to open and permit an entry into the Apartment when for any reason an entry therein shall be necessary or permissible hereunder, the Lessor or its agents may forcibly enter the Apartment without rendering the Lessor or such agents liable for any claim or cause of action for damages by reason thereof and/or by reason of the making of such repairs after entry (if during such entry the Lessor shall accord reasonable care to the Lessee's property), and without in any manner affecting the obligations and covenants of this lease. It is, however, expressly understood that the right and authority hereby reserved does not impose, nor does the Lessor assume, by reason thereof, any responsibility or liability whatsoever for the care or supervision of the Apartment, or any of the pipes, fixtures, appliances or appurtenances therein contained or therewith in any manner connected, except as herein expressly provided. All repairs and replacements which the Lessor agrees to make shall be paid for by the Lessor unless rendered necessary by the act, neglect or carelessness of the Lessee or any of his family or his or their guests, employees, or agents, in which event the expense shall be borne by the Lessee.

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(d) If the Lessor shall make any repairs or improvements or do any other work in or about the Apartment Building or the Apartment, the Lessor will execute such repairs and replacements and other work with due diligence and with as little interference as possible with the use of the Apartment by the Lessee, and when reasonably necessary the Lessor may omit or interrupt the service provided for the Lessee until all necessary repairs or improvements shall have been made and completed, without in any manner or respect affecting or modifying the obligations or covenants of the Lessee herein contained. The foregoing undertakings of the Lessor are upon the express condition that there shall be no diminution or abatement of rent nor shall there be any other compensation for failure to perform the same or for interruption or curtailment of service, when such failure, interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made, or to inability or difficulty in securing supplies or labor, or to some cause other than gross negligence on the part of the Lessor, and no diminution or abatement of rent or other compensation shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Apartment Building or to its appliances nor for any space taken to comply with any law, ordinance or order of a government authority, and that, except for gross negligence, the sole liability of the Lessor hereunder shall be limited to the cost of making such repairs, replacements, or other work.

(e) In the event that the building of which the demised premises are a part shall be injured or damaged by fire or other casualty to an extent less than fifty per cent (50%) of its then full insurable value, or in the event the Lessor or a mortgage trustee or mortgagee, if any there be, elects to repair or rebuild under the provisions of subparagraph B of paragraph 20 hereof, then the Lessor, mortgage trustee or mortgagee shall repair or rebuild the same at the expense of the Lessor, the mortgage trustee or mortgagee, as the case may be, so as to conform substantially to the plans and general specifications in accordance with which the same was erected, as speedily as possible, delays caused by strikes, lockouts, acts of God and the public enemy

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being excused. During the time that the demised premises shall be rendered untenable by such fire, explosion or other casualty, the rent herein reserved shall be abated.

27. The Lessor or its agent will keep full and correct books of account, and the same shall be open to inspection by the Lessee, or a duly authorized representative of the Lessee, at such reasonable times as may be fixed by the Board of Directors of the Lessor. The Lessor shall also, at the end of each of its fiscal years, furnish to the Lessee a statement of the income and disbursements of the Lessor for that year, and also a copy of the estimated annual budget which in its judgment will be required by the Lessor for the ensuing year.

28. The Lessor shall at all times keep the Apartment Building insured in a reasonable amount against loss or damage by fire, against liability under the Workman's Compensation Law, and shall maintain a reasonable amount of airplane, public liability, elevator and boiler insurance.

29. The Lessor will not hereafter execute any mortgage or trust deed on said premises without the previous consent thereto of the holders of at least two-thirds of the shares of stock of the Lessor at the time outstanding.

30. In the event of the death of the Lessee at any time during the term of this lease or any extension thereof, or of the death of the husband of the Lessee if the Lessee be a married woman living with her husband, then the executors or administrators of the Lessee, or the Lessee if a married woman, shall have the right to terminate this lease on the last day of any month following such death during the period of nine months from and after the date of such death, provided at least three months' prior notice in writing shall have been given to the Lessor by said executors or administrators or said Lessee if a married woman, provided that all rentals and other indebtedness due to the Lessor shall be paid up to the date of such termination and the premises shall have been maintained in good and tenantable condition. Upon the death of any joint lessee, the surviving lessee or

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lessees shall have the same right to terminate this lease upon the same terms and conditions as are herein provided for an individual lessee. Anything in this paragraph 30 contained to the contrary notwithstanding, the right herein given to terminate this lease shall also be contingent upon the surrender to the Lessor at or prior to the date of such termination (properly endorsed and bearing all stock transfer stamps which may be required by law) of the certificate or certificates for all of the shares of the stock of the Lessor which shall have been owned and held by the Lessee to qualify him to own this proprietary lease or if said stock is then pledged with the holder of the mortgage on the Lessor's property then upon delivering to the Lessor of an appropriate document transferring to the Lessor all the Lessee's right, title and interest in and to all his shares of stock in the Lessor.

31. The Lessor shall have the right to terminate this lease on the last day of any month after the expiration of the first year of the term hereof, provided that he shall have given to the Lessor not less than six (6) months prior notice in writing of intention so to terminate, it being the intention that such notice can not be given until on or after the expiration of the first year of the term hereof and provided that all rentals and other indebtedness due to the Lessor shall be paid up to the date of such termination and the premises shall have been maintained in good and tenantable condition.

If at the time such notice of termination is given by the Lessee the Lessee's stock in the Lessor is pledged with the holder of the mortgage on the Lessor's property, then Lessee will at the time of giving said notice of termination deliver an appropriate document transferring to Lessor all of Lessee's right, title and interest in and to all of his shares of stock in the Lessor; if at the time said notice of termination is given by the Lessee the Lessee's stock in the Lessor is not pledged with the holder of said mortgage, then at or prior to the date of such termination the Lessee will surrender to the Lessor (properly endorsed bearing all stock transfer stamps which may be required by law) a certificate or certificates for all shares of stock

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of the Lessor which shall have been owned and held by the Lessee to qualify him to own this proprietary lease.

The right of cancellation provided for in paragraphs 30 and 31 hereof shall not be taken away from the Lessee by any amendment or modification of this lease without the written consent of the Lessee.

32. It is expressly understood and agreed and is a condition of this lease:

(a) That none of the owners, present or future, of the stock of the Lessor, nor any directors or officers, present or future, of the Lessor, shall be personally liable upon any of the covenants or agreements of the Lessor contained in this instrument.

(b) That the Lessee hereby waives the giving of any and all notices required by the statutes or laws of Illinois, except as herein provided, and agrees that in every case where under any of the provisions of this lease, or in the opinion of the Lessor, it shall or may become necessary or desirable for the Lessor to serve on the Lessee any demand or notice of any kind or character, service thereof shall be sufficient if (a) personally served on the Lessee or any member of his family above the age of fifteen (15) years or if (b) mailed by the Lessor to the Lessee by United States registered mail, postage prepaid, addressed to the Lessee at such address as the Lessee shall theretofore have furnished to the Lessor in writing, or if no such address shall have been furnished the Lessor then at the premises hereby demised, and the giving or serving of such notice or demand in any one or more of the ways above specified shall constitute a good and sufficient notice or demand for any and all purposes, whether under the terms and provisions hereof or otherwise.

(c) That all proprietary leases on the apartments of the Apartment Building entered into between the Lessor and shareholders of the Lessor shall contain substantially the same covenants and agreements as herein set forth: provided, however, that the form and substance of this lease (except the right to cancel the lease in the manner herein provided for or the terms of the lease) may be changed with the

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consent of the holders of at least two-thirds in amount of the capital stock of the Lessor at the time outstanding through an apt resolution to that effect adopted at a meeting of the shareholders of the Lessor duly called for such purpose. In the event that the form of proprietary leases shall be changed in accordance with the above provision, the Lessee covenants and agrees that he will at the option of the Lessor surrender and cancel this lease and will execute said new form of lease for the balance of the demised term, upon the tender thereof in form as aforesaid.

(d) That the failure of the Lessor to insist in any one or more instances upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained or the waiver of any breach of covenant, shall not be construed as a waiver of any succeeding breach of such covenant or a relinquishment for the future of such option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent from the Lessee or from any subtenant to be applied toward the payments due to the Lessor with or without knowledge of the breach of any covenant hereof, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts after each breach shall not be deemed a waiver of such breach, and none of the covenants herein contained shall be waived, modified or forfeited by any act of any collector, employee or agent of the Lessor or in any other manner except by the action of the Lessor in writing.

(e) That the Lessor may pursue any of its remedies in this lease provided, or which may be allowed at law or in equity, either separately or concurrently, and that any and all of its rights and remedies are cumulative and not alternative, and shall not be exhausted by the exercise thereof on one or more occasions. It is also covenanted and agreed by the Lessee that after the service of notice or the commencement of suit, or after final judgment for the possession of the Apartment, the Lessor may collect and receive any rent then

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due, and the payment of such rent shall not waive nor affect such notice, suit, judgment, or any other right of the Lessor.

(f) That all covenants and agreements, conditions and undertakings in this lease contained, shall extend and inure to and be binding upon the parties hereto, and the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto, the same as if they were in every case named and expressed, and that the same shall be construed as covenants running with the land, and wherever in this lease reference is made to the Lessor or the Lessee, it shall be held to include and apply to the heirs, legal representatives, successors or permitted assigns of such party, the same as if in each and every case so expressed and although the above terms are expressed in the singular number, it shall nevertheless be taken to apply to the persons appearing as the actual lessees hereunder, whether one or more, male or female, provided that the Lessee may not assign except as herein provided.

(g) That the invalidity of any one or more phrases, clauses, sentences and/or paragraphs hereof shall not affect the remaining portions of this indenture, or any part thereof, all of said phrases, clauses, sentences and/or paragraphs of this indenture being inserted conditionally upon their being held valid in law, and in the event that any one or more of the phrases, clauses, sentences and/or paragraphs contained herein should be held invalid, this indenture shall be construed as if such invalid phrases, clauses, sentences and/or paragraphs had not been inserted.

(h) That the said shares of stock of the Lessor held by the Lessee to qualify him to own this proprietary lease have been acquired and are owned subject to the following additional conditions:

(1) The shares allocated as qualifying shares to each proprietary apartment are transferable only as an entirety except where the Board of Directors by resolution shall approve the division of such shares into separate certificates.

(2) The shares may be transferred upon the books of the Lessor

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only by the Lessee in person or by attorney upon surrender of the certificate therefor properly endorsed, and only if all obligations there-
tofore accrued from the Lessee to the Lessor under this lease have
been paid in full.

(3) Each shareholder of the Lessor is entitled, solely by reason of
his ownership of shares of the Lessor, to occupy for dwelling purposes
the apartment in the building owned by the Lessor to which his shares
are allocated, such occupancy to be under and in accordance with the
terms of a proprietary lease containing substantially the same cove-
nants and agreements as herein set forth and at a rental to be deter-
mined in accordance with the terms hereof. The Lessee shall transfer
his shares only to a permitted assignee of this lease or to the Lessor.

(4) This lease and all the terms and provisions hereof shall at all
times be subject and subordinate to the lien of that certain mortgage
from Twelve Sixty Astor Street Building Corporation to Metropolitan
Life Insurance Company, dated as of April 11, 1932, and the indebted-
ness thereby secured.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be
executed by its President, attested by its Secretary and its corporate
seal to be hereunto affixed, and the Lessee has hereunto set his hand
and seal, the day and year first above written.

TWELVE SIXTY ASTOR STREET BUILDING CORPORATION.

By Philip H. Kelly
President.

Attest:

Michael S. Kalin
Secretary.

Robert B. Boninger (SEAL)

..... (SEAL)

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2025/05/08

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, _____, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, President of Twelve Sixty Astor Street Building Corporation, and _____, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and said President did then and there say that he signed said instrument by authority of the Board of Directors of said corporation and in its behalf, and said Secretary did then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, A. D. 19_____.

Notary Public

My commission expires on the _____ day of _____, A. D. 19_____.

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STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, _____, a notary public
in and for the County and State aforesaid, do HEREBY CERTIFY that

_____ personally known to me to be the same person..... whose name..... is/are
subscribed to the foregoing instrument, appeared before me this day
in person and acknowledged that he/they signed, sealed and delivered
the said instrument as his/their free and voluntary act, for the uses
and purposes therein set forth, including the release and waiver of the
right of homestead.

Given under my hand and notarial seal this _____ day of
_____, A. D. 19.....

Notary Public.

My commission expires on the _____ day of _____,
A. D. 19.....

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ASSIGNMENT BY LESSEE.

FOR VALUE RECEIVED the undersigned Lessee hereby assigns all his right, title and interest in and to the within lease from and after
..... unto
.....
of the City of Chicago, Illinois.

..... (SEAL)

..... (SEAL)

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ACCEPTANCE BY ASSIGNEE.

In consideration of the above assignment and the written consent of the Lessor thereto, the undersigned hereby assumes and agrees to keep and perform all the covenants, promises, conditions and agreements of the within lease by the Lessee therein to be kept and performed and to make all payments provided by said lease from and after and agrees that no further assignment or subletting of the premises described in said lease, or any part thereof, will be made except in the manner therein recited.

.....(SEAL)

.....(SEAL)

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PROPERTY

CONSENT TO ASSIGNMENT.

The Twelve Sixty Astor Street Building Corporation, by its President and Secretary, pursuant to authority of a resolution of its Board of Directors, hereby consents to the assignment of the within lease to the assignee above described, in consideration of the covenants, promises and agreements set forth in the above assignment and acceptance.

Dated at Chicago, Illinois, 19.....

TWELVE SIXTY ASTOR STREET BUILDING CORPORATION,

By.....
President.

Attest:

.....
Secretary.

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ASSIGNMENT BY LESSEE.

FOR VALUE RECEIVED the undersigned Lessee hereby assigns all his right, title and interest in and to the within lease from and after
..... unto
.....
of the City of Chicago, Illinois.

..... (SEAL)

..... (SEAL)

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PROPERTY

ACCEPTANCE BY ASSIGNEE.

In consideration of the above assignment and the written consent of the Lessor thereto, the undersigned hereby assumes and agrees to keep and perform all the covenants, promises, conditions and agreements of the within lease by the Lessee therein to be kept and performed and to make all payments provided by said lease from and after and agrees that no further assignment or subletting of the premises described in said lease, or any part thereof, will be made except in the manner therein recited.

.....(SEAL)

.....(SEAL)

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CONSENT TO ASSIGNMENT.

The Twelve Sixty Astor Street Building Corporation, by its President and Secretary, pursuant to authority of a resolution of its Board of Directors, hereby consents to the assignment of the within lease to the assignee above described, in consideration of the covenants, promises and agreements set forth in the above assignment and acceptance.

Dated at Chicago, Illinois , 19.....

TWELVE SIXTY ASTOR STREET BUILDING CORPORATION,

By.....
President.

Attest:

.....
Secretary.

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ASSIGNMENT BY LESSEE.

FOR VALUE RECEIVED the undersigned Lessee hereby assigns all his right, title and interest in and to the within lease from and after
..... unto
.....
of the City of Chicago, Illinois.

..... (SEAL)

..... (SEAL)

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ACCEPTANCE BY ASSIGNEE.

In consideration of the above assignment and the written consent of the Lessor thereto, the undersigned hereby assumes and agrees to keep and perform all the covenants, promises, conditions and agreements of the within lease by the Lessee therein to be kept and performed and to make all payments provided by said lease from and after and agrees that no further assignment or subletting of the premises described in said lease, or any part thereof, will be made except in the manner therein recited.

.....(SEAL)

.....(SEAL)

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11/20/2024

CONSENT TO ASSIGNMENT.

The Twelve Sixty Astor Street Building Corporation, by its President and Secretary, pursuant to authority of a resolution of its Board of Directors, hereby consents to the assignment of the within lease to the assignee above described, in consideration of the covenants, promises and agreements set forth in the above assignment and acceptance.

Dated at Chicago, Illinois, 19.....

TWELVE SIXTY ASTOR STREET BUILDING CORPORATION,

By.....
President.

Attest:

.....
Secretary.

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2025/03/04

HOUSE RULES.

1. The public halls, sidewalks and stairways shall not be obstructed or used for any other purposes than for ingress and egress from the apartments.
2. No tenant shall make or permit any disturbing noises in the building by himself, his family, friends or servants; nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other tenants. No tenant shall play upon or suffer to be played upon any musical instrument in the demised premises between the hours of 11 o'clock P. M. and the following 8 o'clock A. M. if the same shall disturb or annoy other occupants of the building.
3. No baby carriages, velocipedes, or bicycles will be allowed in the halls, passageways, areas, or courts of the building.
4. Tenants will not be allowed to put their names in any entry, passageways, vestibule, hall or stairway of the building.
5. No rugs shall be beaten on the porches, fire escapes or in the halls or corridors, nor dust, rubbish or litter swept from the demised premises or any room thereof into any of the halls or entryways of the building containing said premises, except under the direction of the janitor.
6. Children shall not be permitted to loiter or play on the stairways or in the halls.
7. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse of any nature or character whatever shall be paid for by the tenant who shall cause it.
8. All provisions, milk, ice, groceries, furniture, bicycles, boxes and the like merchandise shall be taken into or removed from the demised premises through the rear door of said building only. All damages to the building, caused by the moving or carrying of articles therein, shall be paid by the tenant, or person in charge of such articles.
9. Nothing shall be thrown or emptied by the tenants or their servants out of the windows or doors, or down the passages, courts, or in the building area, nor shall anything be hung from the outside of the windows or fire escapes or placed on the outside window sills. Rear kitchen entrances must remain closed at all times except when opened for purposes of egress and ingress.
10. Dogs (except as hereinafter permitted), parrots or reptiles are not allowed in the demised premises.
11. The front hall, stairway and back porches shall not be used for the storage of furniture or other articles.
12. The water shall not be left running any unreasonable or unnecessary length of time in the demised premises.
13. No tenant shall interfere in any manner with any portion either of the heating or lighting apparatus in or about the demised premises nor in or about the building containing the same.
14. Laundry work shall be done only in the rooms provided for such purposes in the demised premises. Electric washing machines, mangles and apparatus shall be used and operated only in the place provided by the Lessor for this purpose. The use of water-power washing machines is prohibited except by written consent of Lessor or its agent.
15. No shades, awnings or window guards shall be used except such as shall be put up or approved by the Lessor.
16. No sign, signal, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the apartment building, except such as shall be approved in writing by the Lessor.
17. The Lessor reserves the right to make such other rules and regulations from time to time as may be deemed needful for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all of the occupants thereof.
18. Any tenant wishing to have a dog in an apartment, may do so by getting consent of the agent of the building and by complying with the following rules:
 - (a) Dogs must be taken at all times in and out of the building through the rear door and to and from apartments in the freight elevator, except in cases of emergency where it is not feasible to use the rear door of the building.
 - (b) When taken in or out, the dogs must be on a leash and attended by an adult.
 - (c) Passenger elevator operators should not be requested to let the dog ride in the passenger elevator. Operators have been instructed not to allow dogs in these elevators, except in cases of emergency as stated in rule (a).
 - (d) Dogs of visitors to the building must be brought in and taken out of the rear door and to and from apartments in the freight elevator. All responsibility shall rest with the tenant of the apartment visited.
 - (e) Each tenant owning any dog shall assume full responsibility for personal injuries or property damage caused by dogs and each tenant shall agree to indemnify the Lessor and hold it harmless against any loss, claim or liability of any kind or character whatsoever arising from or growing out of the privilege of having a dog in the building.
 - (f) If the dog disturbs other tenants in the building by crying, barking or biting, notice will be given to have the annoyance discontinued, and if not corrected the dog must be removed from the building.
19. No radio aerial or connection shall be installed by the tenants outside of their respective apartments without the written consent of the Lessor or its agent.
20. Servants and employees of tenants and persons making deliveries to tenants shall not use the passenger elevators except when accompanied by their employers.
21. No automobiles shall be parked within fifteen feet of either side of the porte-cocheres nor shall doormen or other building employees be requested or permitted to park cars for tenants.

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11/11/2025

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ASSIGNMENT BY LESSEE

FOR VALUE RECEIVED, the undersigned Lessee hereby assigns all ~~his/her~~/their
right, title and interest in and to the within Lease from and after
June 16, 1981 unto Dr. Milton D. Ratner
of the City of Chicago, Illinois.

Michael T. Sawyer (SEAL)
Michael T. Sawyer (Lessee)

Judith P. Sawyer (SEAL)
Judith P. Sawyer
SIGNATURE GUARANTEED
LA SALLE NATIONAL BANK
Chicago, IL

ACCEPTANCE BY ASSIGNEE By [Signature]
As Vice Pres.

In consideration of the foregoing assignment and the written consent of
the Lessor thereof, the undersigned hereby assumes and agrees to keep
and perform all the covenants, promises, conditions and agreements of
the within Lease by Lessee therein to be kept and performed and agrees to
make all payments provided by said Lease from and after June 16, 1981,
and further agrees that no further assignment or subletting of the premises
described in said Lease, or any part thereof, shall be made, except in
accordance with the terms thereof.

[Signature] (SEAL)
Dr. Milton D. Ratner

[Signature] (SEAL)
SIGNATURE GUARANTEED
FORD CITY BANK & TRUST CO.
CHICAGO, ILLINOIS

CONSENT TO ASSIGNMENT BY [Signature]
(AUTHORIZED SIGNATURE)

President and Secretary, pursuant to authority of
a resolution of its Board of Directors, hereby consents to the assignment
of the within Lease to the assignee(s) hereinbefore named, in consideration
of the covenants, promises and agreements set forth in the foregoing
assignment and acceptance.

By [Signature]
President

ATTEST:

[Signature]
Secretary

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ASSIGNMENT BY LESSEE

FOR VALUE RECEIVED, the undersigned Lessee hereby assigns all his/her/their right, title and interest in and to the within Lease from and after July 15, 1977 unto Michael T Sawyer Judith P. Sawyer of the City of Chicago, Illinois.

Peter B. Bensinger (SEAL)
Peter B. Bensinger
Judith S. Bensinger (SEAL)
Lessee

ACCEPTANCE BY ASSIGNEE

In consideration of the foregoing assignment and the written consent of the Lessor thereto, the undersigned hereby assumes and agrees to keep and perform all the covenants, promises, conditions and agreements of the within Lease by Lessee therein to be kept and performed and agrees to make all payments provided by said Lease from and after July 15, 1977 and further agrees that no further assignment or subletting of the premises described in said Lease, or any part thereof, shall be made, except in accordance with the terms thereof.

Michael T. Sawyer (SEAL)
Michael T. Sawyer

Judith P. Sawyer (SEAL)
Judith P. Sawyer

by Michael T. Sawyer having power of attorney attached
CONSENT TO ASSIGNMENT

As joint tenants with right of survivorship, and not as tenants in common.

Twelve Sixty Astor Street Building Corporation by its President and Secretary, pursuant to authority of a resolution of its Board of Directors, hereby consents to the assignment of the within Lease to the assignee(s) hereinbefore named, in consideration of the covenants, promises and agreements set forth in the foregoing assignment and acceptance.

By: Philip E. Kelly
President

ATTEST:
Michael S. Kalil
Secretary

Conformed copy of Assignment & Acceptance by Assignee.
Michael S. Kalil
Secretary

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2025/10/20

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KNOW ALL MEN BY THESE PRESENTS

That Judith P. Sawyer

of the City of Hillsborough County of California has made, constituted and appointed, and BY THESE PRESENTS do es make, constitute and appoint Michael T. Sawyer, her husband,

of the City of Chicago County of Cook and State of Illinois true and lawful ATTORNEY for herself and in her name, place and stead to execute all documents, assignments, pledges my attorney may deem necessary or desirable in connection with the purchase or financing of 10,590 shares of stock in the 1260 Astor Corporation and the proprietary lease of Apartment 13-14 at 1260 Astor Street, Chicago, and in connection with the contract with Peter B. Beninger for purchase of said shares and co-operative apartment

giving and granting unto her said ATTORNEY full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done in and about the premises, as fully, to all intents and purposes, as she might or could do if personally present at the doing thereof, with full power of substitution and revocation, hereby ratifying and confirming all that her said ATTORNEY or substitute shall lawfully do or cause to be done by virtue hereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 10th day of July 1977

Signed, Sealed and Delivered in Presence of

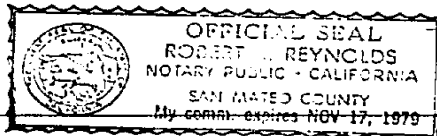
Handwritten signatures of witnesses and Judith P. Sawyer (SEAL)

STATE OF California ss. COUNTY OF San Mateo i. Robert R Reynolds a notary public

in and for, and residing in the said County in the State aforesaid, DO HEREBY CERTIFY, that Judith P. Sawyer

personally known to me to be the same person - whose name is subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that She signed, sealed and delivered the said Instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 10th day of July A. D. 1977



Handwritten signature of Robert R Reynolds, Notary Public

86215974

Power Of Attorney

FROM

TO

Dated _____ 19__

CONFERRING POWER TO

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GEORGE E. COLE®
LEGAL FORMS

4-1077-10-1

86215974

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, Susan Atlas, a notary public in and for the County and State aforesaid, do HEREBY certify that Peter Bensinger & Judith S. Bensinger personally known to me to be the same person... whose name... Ware subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/they signed, sealed and delivered the said instrument as his/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 15th day of July, A. D. 1927.

Susan Atlas
Notary Public.

My commission expires on the 27th day of April, A. D. 1928.

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2025/05/01

ASSIGNMENT BY LESSEE

FOR VALUE RECEIVED, the undersigned Lessee hereby assigns all his/ her right, title and interest in and to the within Lease from and after May 30, 1986 unto James G. Gidwitz and Kathryn Westphal Gidwitz, as joint tenants of the City of Chicago, Illinois.

[Signature] (SEAL)
Dr. Milton D. Ratner

Lessee (SEAL)

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ACCEPTANCE BY ASSIGNEE

In consideration of the foregoing assignment and the written consent of the Lessor thereto, the undersigned hereby assumes and agrees to keep and perform all the covenants, promises, conditions and agreements of the within Lease by Lessee therein to be kept and performed and agrees to make all payments provided by said Lease from and after May 30, 1986 and further agrees that no further assignment or subletting of the premises described in said Lease, or any part thereof, shall be made, except in accordance with the terms thereof.

[Signature] (SEAL)
James G. Gidwitz
[Signature] (SEAL)
Kathryn Westphal Gidwitz

Twelve Sixty Astor
Street Building Corporation
CONSENT TO ASSIGNMENT

Vice President and Secretary, pursuant to authority of a resolution of its Board of Directors, hereby consents to the assignment of the within Lease to the assignee(s) hereinbefore named, in consideration of the covenants, promises and agreements set forth in the foregoing assignment and acceptance.

By: [Signature]
Vice President

ATTEST: [Signature]
Secretary

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LEGAL DESCRIPTION

Apartment 13 which encompasses the whole 13th floor and Apartment 14 which encompasses the whole 14th floor in the apartment building at 1260 North Astor Street, Chicago, Illinois, described as follows: Lots 1, 2 and 3 in Durkee's Subdivision of Lots 5 to 8 in Hallberg's Subdivision of Lots 1 to 4 in Block 5 in H. O. Stones Subdivision of Astor's addition to Chicago, a Subdivision of part of the Northwest fractional 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-03-109-017

1260 Astor Street
Chicago, Ill.

86215974

DEPT-01 RECORDING \$56.90
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