

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT
	BEGINNING	ENDING		
March 4, 1988	March 4, 1988	June 4, 1988	\$166.66	X

LESSEE

NAME: Russell Wayne Sprague
APT. NO. Shirley Sprague
First Floor Apartment
ADDRESS OF PREMISES: 2201 N. Rockwell
CITY: Chicago, IL 60647

LESSOR

NAME: American National Bank, not individually but as Trustee pursuant to the provision of a Trust Agreement dtd 2/22/88 and known as Trust Number 104723-06
ADDRESS: 33 N. LaSalle Street
CITY: Chicago, IL 60602

In consideration of the mutual agreements and covenants herein stated, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for a private dwelling, the Apartment designated above, together with the fixtures and appliances belonging thereto, for the above Term.

ADDITIONAL COVENANTS AND AGREEMENTS (if any).

Lessee agrees to pay all taxes and insurance on the entire building of which the leased premises are part during the term of this lease. Lessee shall be responsible for all maintenance of the building and shall correct any building code violation.

LESSEE

Russell Wayne Sprague (SEAL)
Russell Wayne Sprague
Shirley Sprague (SEAL)
Shirley Sprague

LESSOR

American National Bank T/n/T 104723-06 (SEAL)
and not personally
Kyrie M. ... (SEAL)

LEASE COVENANTS AND AGREEMENTS

1. RENT: Lessee shall pay to the Lessor or Lessor's agent the monthly rent set forth above on or before the first day of each and every month in advance at Lessor's address stated above or such other address as Lessor may designate in writing. The time of each and every payment of rent is of the essence of the Lease and the obligation to pay rent is an independent covenant and cannot be deducted or set off.

2. LATE CHARGES: The monthly rent shall be increased \$10.00 if paid after the 10th of the month. Rent shall be considered received, if mailed, on the date of receipt.

3. SECURITY DEPOSIT: Lessee has deposited with Lessor the security deposit as set forth above, to be retained by Lessor to ensure that Lessee shall fully perform each and every term and obligation provided in this Lease. If Lessee fully performs each and every obligation as provided in this lease and pays all sums due to Lessor, then Lessor, after the Lessee has surrendered possession of the premises and has delivered the keys thereto, shall refund said deposit to Lessee, including interest as is provided by law. If Lessee has failed to perform or comply with any of the provisions in this Lease, then Lessor shall deduct any damages from the security deposit. The security deposit shall not be treated as an advance payment of rent, and Lessee may not apply the security deposit as rent.

4. POSSESSION: If Lessor cannot give Lessee possession on the date fixed for commencement of the term, this Lease shall remain in full force and effect, unless Lessee upon written notice terminates the lease, and the rent shall be abated until such time as the premises are available for Lessee's occupancy.

5. APPLICATION: The Lessee's application and all the representations contained therein are incorporated as a part of this Lease. Lessee warrants that all the information contained in the application is true, and that if any of said information is false, Lessor may terminate this Lease.

6. CONDITION OF THE PREMISES: Lessee has examined the premises prior to accepting same and prior to the execution of this Lease, and Lessee is satisfied with the physical condition thereof, and the taking possession shall be conclusive evidence of Lessee's receipt thereof in good order and repair. No promises as to condition or repair have been made by Lessor or his agent which are not herein expressed, and no promises to decorate, repair or modify the premises, which are not contained herein, have been made by Lessor or his agent.

7. LESSEE TO MAINTAIN: Lessee shall keep the premises and the fixtures and appliances therein in a clean, bright and healthy condition, and in good repair, and in accordance with any and all ordinances in such cases made and provided, at Lessee's own expense, and upon the termination of this lease, for any reason, shall yield and return the same back to Lessor in as good condition of cleanliness and repair as at the date of the execution hereof, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the premises whenever damage to the same has occurred or repairs

by Lessee as aforesaid, Lessor or his agents may enter the same and may replace the premises in the same condition of repair, tightness and cleanliness as existed at the date of execution of this Lease; the 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 solely for residential purposes by Lessee and those persons listed in the Application for the Lease. Neither Lessor nor any persons residing with or visiting Lessee shall suffer, perform or permit any act or practice that may damage the reputation of the building or be injurious to the Building and operation thereof, or be disturbing to other tenants, be illegal, immoral, or increase the rate of insurance on the Building.

9. SUBLET OR ASSIGNMENT: Lessee shall not sublet the premises or any part thereof, nor assign this Lease, without, in each case, prior written consent of Lessor which consent shall not be unreasonably withheld.

10. NO ALTERATIONS: Lessee shall not make any alterations to the premises nor install any appliances, locks or other equipment of any kind without the prior written consent of Lessor.

11. ACCESS: Lessee shall allow Lessor and his agents free access to the apartment at all reasonable times, to exhibit, repair or inspect the same, and shall allow Lessor and his agents to display "For Rent" notices on the premises.

12. HEAT AND WATER: Lessor shall furnish hot and cold water and if heating is under the control of the Lessor, shall also furnish heat in reasonable amounts at reasonable hours when necessary, except when prevented by causes beyond Lessor's control or when the water and heating systems are being repaired. Lessee shall at all times maintain the temperature at a minimum of 45 degrees and shall be responsible for all damages resulting from the failure to do so.

13. RIGHT TO RELET: If Lessee shall remove a substantial portion of his personal property or otherwise abandon or vacate the premises, the Lessor may immediately re-let the premises upon terms as Lessor may deem practicable; or if the premises become vacant by reason of Lessee's breach, or if this Lease has been terminated by reason of Lessee's breach, or if Lessee has been evicted, Lessor may re-let the premises, and Lessee shall be liable and pay for any and all expenses of reletting and losses to the end of the term hereinabove set forth. Tenant's obligation to pay rent during the term or any extension thereof shall continue and shall not be waived, released or terminated by the service of a five-day notice, demand for possession, notice of termination of tenancy, the filing of a forcible entry and detainer action, or judgment for possession, or any other act resulting in the termination of Lessee's right of possession.

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or his agents, at his 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.

of Lessee's failure to vacate the said premises in accordance with the terms of this lease.

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19. **EMINENT DOMAIN:** If the whole or a substantial portion of the premises is condemned by any competent authority for any public use or purpose, this Lease shall be terminated.

15. **NOTICES:** Any demand or notice may be served by delivering a copy to the Lessee, or by leaving the same with some person above the age of twelve years, residing on or in possession of the premises; or by sending a copy of said notice to the Lessee by certified mail, return receipt requested, or by posting the same on Lessee's door to the premises, if no one is in actual possession of the premises.

20. **RENT AFTER BREACH:** The payment or acceptance of rent after it becomes due, or after service of any notice or the commencement of a lawsuit, or after any judgment, or after knowledge of any breach by Lessee, or after expiration of this Lease, shall not extend this lease, nor waive or affect said notice, lawsuit, judgment, or the rights conferred therein to the Lessor.

16. **FIRE AND CASUALTY:** If the premises shall be rendered untenable by fire or by other casualty, Lessor may, at his option, terminate this Lease or repair said premises within sixty days. In the event the building has been completely destroyed or Lessor does not within said sixty days repair the premises, then this Lease shall be terminated.

21. **JOINT OBLIGATIONS:** The words "Lessor" and "Lessee" when used in this Lease shall be construed to be plural if more than one person comprises either party to this Lease, and each shall be jointly and severally obligated to perform all of the terms and conditions of this Lease.

17. **DISHONOR:** In the event that Lessee's rental payment is dishonored when negotiated by Lessor or his agents, Lessor shall have no obligation to redeposit same, and reserves the right to demand that all future rental payments be made by money order or certified funds.

22. **BINDING ON HEIRS:** All covenants contained herein shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, assigns and successors.

18. **SURRENDER OF PREMISES AND RETURN OF POSSESSION:** At the termination of this Lease, by lapse of time or otherwise, Lessee shall yield up and surrender immediate possession to Lessor, and deliver all keys to Lessor or his agent. If Lessee fails to vacate the premises upon termination, Lessee shall pay a sum equal to double the amount of rent herein set forth as liquidated damages for the time that possession is withheld; and

23. **REMEDIES CUMULATIVE:** The Lessor's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof shall not exclude nor preclude Lessor from exercising any other right or remedy.

(A) Lessor may, by giving written notice thereof, extend the term of this Lease upon all the terms and conditions herein for one year, but with a rental of 20% greater than the rental contained herein; or

24. **SEVERABILITY CLAUSE:** If any clause, provision or portion of this Lease shall be ruled invalid or unenforceable, said decision shall not invalidate nor render unenforceable the remainder of this Lease.

(B) If Lessor fails to provide written notice to Lessee of Lessor's election under (A), Lessee shall become a month-to-month tenant, upon

25. **STORAGE:** Lessor shall not be obligated to provide Lessee storage.

26. **RULES AND REGULATIONS:** Lessee shall observe and abide by the Rules and Regulations set forth in this Lease, and agrees to be bound by and comply with any further reasonable rules and regulations as may be established by the Lessor.

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RULES AND REGULATIONS

1. No dogs, cats, or other animals shall be kept or allowed 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, nor shall children be permitted to play in the common areas, nor shall Lessee place or store any items in the hallways or common areas of the Building.
5. No musical instrument shall be played and no radio or television set shall be operated at any time in such manner as to disturb or annoy other occupants of the building, nor shall other noises be made which will disturb or annoy any occupants of the building. Operation of electrical devices which interfere with radio or television reception is not permitted.
6. All moving and delivery shall be through the rear entrance, stairway or service elevator at hours designed by Lessor.

7. Lessee shall not install or maintain a washer, dryer or dishwasher on the premises without Lessor's prior written consent. Lessee shall not run water for an unreasonable length of time.
8. Lessee shall only cook in the kitchen and shall not barbecue on porches or balconies.
9. Washrooms shall not be used for any purpose other than that for which they are designed, and no rubbish, rags, or injurious items shall be placed in plumbing facilities or receptacles.
10. Lessee shall not place nor permit any article or antenna outside of the windows, on the exterior walls, or on the roof of the Building, and shall not throw or drop any article from any window.
11. Lessee shall not place, erect or install any signs or advertisements on the windows, nor on any part of the Building or premises.
12. All garbage or refuse shall be securely wrapped and placed in the incinerator or garbage container.
13. Water beds are not permitted in the premises without Lessor's written consent.
14. 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.

THE PROVISIONS OF THE OPTION ATTACHED HERETO ARE HEREBY INCORPORATED BY REFERENCE INTO THIS LEASE AS IF FULLY SET FORTH HEREIN.

ASSIGNMENT BY LESSOR

In consideration of One Dollar to the undersigned in hand paid, and of other good and valuable consideration, the receipt 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 _____

_____, 19____.

Dated _____, 19____.

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T#4444 TRAN 0997 03/08/08 15.91.80
#2242 # D - 99-098553
COOK COUNTY RECORDER

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(SEAL)

(SEAL)

GUARANTEE

In consideration of One Dollar and other good and valuable consideration, the receipt 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 _____, 19____.

\$16.00 MAIL _____
(SEAL)

(SEAL)

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OPTION TO PURCHASE REAL PROPERTY
COMMONLY KNOWN AS
2201 N. ROCKWELL, CHICAGO, ILLINOIS 60647

Dated: March 4, 1988

1. GRANT OPTION

American National Bank, not individually but as Trustee pursuant to the provisions of a Trust Agreement dated February 22, 1988 and known as Trust Number 104723-06, and James Petrozzi, sole beneficiary of the Trust aforesaid, hereinafter referred to as "Optionor", for and in consideration of Ten And No/100 Dollars (\$10.00) hereby grants unto Russell Wayne Sprague and Shirley Sprague, his wife, hereinafter referred to as "Optionee", their heirs and assigns, the exclusive option to purchase the following described real property, hereinafter referred to as "the property", to wit:

The North Half of the South 68.972 Feet of Lot 7 in Gray's Subdivision of the 8 Acres next and East and adjoining the West 35.62 Acres Northeast of Milwaukee Plank Road in the Northeast Quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

2. PURCHASE PRICE

The purchase price, payable in cash, cashier's check or certified check, for the property is One Hundred Eighteen Thousand And No/100 Dollars (\$118,000.00).

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BAO PIN 13-36-221-002
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3. OPTION PERIOD

This option shall run for a period of three months, beginning March 4, 1988 and terminating June 4, 1988.

4. EXERCISE OF OPTION

This option may be exercised at any time during the aforesaid period by written notice to the Optionor delivered or mailed by certified mail, return receipt requested, to the Optionor's address set forth herein below.

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5. FAILURE TO EXERCISE OPTION

If the Optionee does not exercise the option, the consideration paid for the option is retained by the Optionor and neither party shall have any further rights or claims against the other.

6. CLOSING DATE

The transaction forming the subject of the Agreement shall be closed by Optionor 28 days after receipt by Optionor of Optionee's Notice of Exercise of Option.

7. DEED; TITLE INSURANCE

(a) If the Optionee exercises this option, the Optionor shall convey title to the real property to the Optionee or the Optionee's nominee by good and sufficient Trustee's Deed, with homestead rights released, warranting title to be free and clear of all liens, charges and encumbrances, clouds and defects whatsoever, except for restrictions, reservations, limitations, easements and conditions of record, zoning ordinances and taxes and assessments, both general and special, which are a lien but not due and payable, and building code violations.

(b) The Optionor shall deliver to Optionee a preliminary title report in the form of a commitment to issue the title insurance. The commitment shall be ordered from a Title Company licensed in Illinois by the Optionor immediately upon receipt of notice of the exercise of this option, a copy of which shall be delivered to the Optionee. Within ten days from the receipt of the title report by the Optionee, the Optionee shall notify the Optionor and the Title Company of any restrictions, reservations, limitations, easements, liens and conditions of record, together collectively called "title defects" disclosed in such title report which are objectionable to the Optionee. Should the Optionee so notify the Optionor of any such title defects, the Optionor shall have thirty (30) days to cure or remove them. Should the Optionee not notify the Optionor of any such title defects, such defects shall be deemed as waived by the Optionee and set forth as exceptions to be contained in the deed and the title policy.

8. PRORATIONS

In closing this transaction, the Optionor shall be charged with:

1. Rebate of unearned rental and security deposits.

2. The prorated amount of real estate taxes due and owing up to and including 3/4/88 shall be prorated.

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IN SENATE
JANUARY 12, 1900

Property of Cook County Clerk's Office

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11th Street, Chicago, Ill.

Chicago, Ill.

1900

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(2) The cost of paying off and satisfying any mortgage indebtedness on the property for which the Optionor is liable, together with the cost of any mortgage cancellation, recording fee or other costs incident to the satisfaction of any such indebtedness.

Upon the closing, the Optionee shall be charged with:

(1) Any cost of financing this transaction which may be arranged for by the Optionee;

(2) The cost of filing the deed or financing documents for record;

(3) The cost of any transfer tax levied by the City of Chicago;

(4) Typical Purchaser's title insurance charges;

(5) The cost of any transfer tax levied by the State of Illinois and the County of Cook;

(6) The cost of the title report, title search, and title guaranty policy in the amount of the purchase price.

9. NOTICES

Any notice which may be or is requested to be given pursuant to the provisions of this Agreement shall be delivered or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the Optionor: Mr. James Petrozzini
522 W. Dering Place
Chicago, IL 60614

If to the Optionee: Mr. & Mrs. Russell Sprague
4835 N. Merrimac
Chicago, IL 60647

with a copy to their attorney:

10. BINDING

This agreement shall be binding upon and inure to the benefit of the Optionor and the Optionee, and their respective heirs, executors, administrators and assigns.

11. DEFAULT

A default under the lease to which this option is attached shall terminate this option.

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21, 1998

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of Illinois, at Springfield, this 15th day of June, 1998.

ROBERT R. ROY, Governor

ROBERT R. ROY, Governor

ROBERT R. ROY, Governor

ROBERT R. ROY, Governor

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In witness whereof, the parties hereto have signed this Agreement, consisting of four (4) pages, as of the date first above written.

OPTIONEE:

Russell Wayne Sprague
Russell Wayne Sprague

Shirley Sprague
Shirley Sprague

OPTIONOR:

American National Bank, not individually but as Trustee pursuant to the provisions of a Trust Agreement dtd 2/22/88 and known as Trust #104723-06

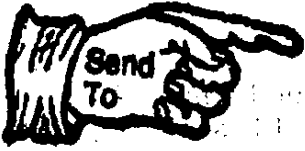
By: [Signature]

[Signature]
James Petrozzini, the sole beneficiary of American National Bank, Trust Number 104723-06

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Levid & Lysolutz
1120 W. Belmont
Chicago, Ill. 60657

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