

UNOFFICIAL COPY RESIDENCE LEASE

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DATE OF LEASE	TERM OF LEASE BEGINNING	ENDING	RENT	SECURITY DEPOSIT
7/15/88	8/1/88	7/31/89	\$600.00/month	\$600.00

*IF NONE, WRITE "NONE"; Paragraph 2 of this Lease then INAPPLICABLE.

LESSEE

NAME . Jane Hellestrae
 ADDRESS OF . 1946 McDaniel
 PREMISES . Evanston, IL 60201
 CITY .

LESSOR

NAME . Bernard J. Michna
 ADDRESS . 1800 Sherman Avenue
 CITY . Suite 508
 Evanston, IL 60201

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor for a private dwelling the house designated above (the "Premises"), together with the appurtenances thereto, for the above term.

RENT

1. Lessee shall pay Lessor as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. Time of each such payment is of the essence of this agreement.

SECURITY DEPOSIT

2. Lessee has deposited with Lessor the Security Deposit stated above as security for the performance of all covenants and agreements of Lessee hereunder. Lessor may at any time or times apply all or any portion thereof in payment of any amounts due Lessor from Lessee. Upon termination of the lease and full performance of all of Lessee's obligations hereunder, so much of the Security Deposit as remains unapplied shall be returned to Lessee. The Security Deposit shall not bear interest unless and except as required by Illinois statute.

CONDITION OF PREMISES

3. Lessee acknowledges that the Premises are in good repair, except as herein otherwise specified, and that no representations as to the condition or repair thereof have been made by the Lessor, or Lessor's agent, prior to or at the execution of this lease, that are not herein expressed.

REPAIR

4. The Lessee covenants and agrees with Lessor to take good care of and keep in clean and healthy condition the Premises and their fixtures, and to commit or suffer no waste therein; that no changes or alterations of the Premises shall be made or partitions erected, nor walls papered without the consent in writing of Lessor; that Lessee will make all repairs required to the walls, windows, glass, ceilings, paint, plastering, plumbing work, pipes, and fixtures belonging to the Premises, whenever damage or injury to the same shall have resulted from misuse or neglect; and Lessee agrees to pay for any and all repairs that shall be necessary to put the Premises in the same condition as when he entered therein, reasonable wear and loss by fire excepted, and the expense of such repairs shall be included within the terms of this lease and any judgment by confession entered therefor.

LIMITATION OF LIABILITY

5. Except as required by Illinois statute, the Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam, or other pipes, sewerage, or the bursting, leaking or running from any cistern, tank, washstand, water closet or waste pipe in, above, upon or about the Premises, nor for damage occasioned by water, snow or ice, being upon or coming through the roof, skylight, trap door or otherwise, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

USE; SUBLET; ASSIGNMENT

6. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, nor to be occupied, in whole or in part, by any other person, and will not sublet the same, or any part thereof, nor assign this lease, without in each case the Lessor's written consent had, and will not permit and transfer, by operation of law, of the interest in the Premises acquired through this lease; and will not permit the Premises to be used for unlawful purpose or purposes that will injure the reputation of the same or of the neighborhood; will keep no dogs, cats or other animals or pets in or about the Premises; will not permit the Premises to remain vacant or unoccupied for more than ten consecutive days; and will not permit any alteration of or upon any part of the Premises, nor allow any signs or placards posted or placed thereon, except by written consent of the Lessor; all alterations and additions to the Premises shall remain for the benefit of the Lessor unless otherwise provided in said consent.

RIGHT TO RELET

7. If Lessee shall abandon or vacate the Premises, the same shall be re-let by the Lessor for such rent, and upon such terms as Lessor may see fit; and if a sufficient sum shall not be thus realized, after paying the expenses of such re-letting and collecting, to satisfy the rent hereby reserved, the Lessee agrees to satisfy and pay all deficiency.

HOLDING OVER

8. If the Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then the Lessor may at Lessor's option within thirty days after the termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental specified under Section 1, for such period, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified under Section 1, or (c) creation of a tenancy at sufferance, at a rental of \$40.00 dollars per day for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created; Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee.

FLAMMABLES

9. Naphtha, benzine, benzole, gasoline, benzine-varnish, gunpowder, fireworks, nitroglycerine, phosphorus, saltpeter, nitrate of soda, camphene, spirit-gas, or any flammable fluid or oil, shall not be allowed or used on the Premises without the written permission of the Lessor.

TAXES AND UTILITIES

10. Lessee shall pay (in addition to the rent above specified) all water and all gas, electricity and power bills, levied or charged on or in respect of the Premises, for and during the term of this lease, and in case said water taxes and gas, electricity and power bills shall not be paid when due, Lessor shall have the right to pay the same, which amount so paid, together with any sums paid by Lessor to keep the Premises and their appurtenances in good condition as hereinbefore specified, shall be due and payable with the next installment of rent due thereafter under this lease.

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NOTE: Use Form Number 12-1 for assignments by Tenant.

(SEAL)

(SEAL)

19

day of

hand and seal this

WITNESS

Successors and assigns Lessor's interest in the within lease, and the rent thereby secured

and

In consideration of One Dollar, to the Lessor in hand paid, the Lessor hereby transfers, assigns and sets over to

ASSIGNMENT BY LESSOR

(SEAL)

(SEAL)

19

day of

hand and seal this

WITNESS

For value received hereby guarantee the payment of the rent and the performance of the covenants by the Lessee

GUARANTEE

A Rider is attached hereto and made a part hereof.

[Signature]

(SEAL)

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

20. Lessee, in accordance with the terms of the Real Estate Sale Contract between these parties, shall place three (3) months rent into an escrow account at closing and shall pay no rent prior to August 1, 1988.

19. If any clause, phrase, portion or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

18. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessee" in case more than one person constitutes either party to this lease, and all such persons shall be jointly and severally liable hereon, and all the covenants and agreements herein contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and be exercised by his or their attorney or agent.

17. The Lessee further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.

16. In case the Premises shall be rendered untenantable by fire or other casualty, Lessor may at his option terminate this lease, or repair the Premises within thirty days, and falling so to do, or upon the destruction of the Premises by fire, the term hereby created shall cease and determine.

15. After the service of notice, or the commencement of a suit, or after final judgment for possession of the Premises, the Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

14. The Lessee hereby irrevocably constitutes any attorney of record in this state, and any court of record, to enter Lessee's appearance in any such court of record, waive process and service thereof, and consent judgment, from time to time, for any rent which may be due to Lessor, or the Lessor's assigns, by the terms of this lease, with costs and a reasonable sum for attorney's fees, and to waive all errors and all right of appeal from said judgment, and to consent in writing to a writ of execution may be issued immediately.

13. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by Lessee, it shall be lawful for Lessor at any time, at his election, without notice, to declare said term ended and to re-enter the Premises, or any part thereof, with or without process of law, and to remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due and shall have a valid and first lien upon all personal property which Lessee owns or may hereafter acquire or have an interest in, whether exempt by law or not, as security for payment of the rent herein reserved.

12. Lessee will in every respect comply with the ordinances of the municipality aforesaid, with the rules and orders of the health officers thereof, with the orders and requirements of the police department, with the requirements of any "underwriters' association" so as not to increase the rates of insurance upon the building and contents thereof, and with the rules and orders of the fire department in respect to any matters coming within their jurisdiction.

11. Lessor reserves the right to put up a "To Rent" sign sixty days prior to the expiration of this lease and a "For Sale" sign at any time during the term of this lease, and allow Lessor access to the premises for improvement to outside of building, provided it does not

CONFESSION

DEFAULT

CONFORMANCE

NOTICE AFTER OR SUIT

FIRE AND CASUALTY

PAYMENT OF COSTS

PLAINTS: SUCCESSORS

SEVERAL LIABILITY

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RIDER TO LEASE
BETWEEN JANE HELLESTRAE, LESSEE
AND BERNARD MICHNA, LESSOR

1. Both parties acknowledge that this Lease is a part of a Real Estate Sale Contract between them, dated June 18, 1988, a copy of which is attached and incorporated herein.

2. Both parties agree that this Lease, or a memorandum thereof, may be recorded with the Recorder of Deeds of Cook County, IL, to place all parties on notice to Lessee's option to repurchase this residence from Lessor upon the terms set forth in the Contract.

The legal description of the residence is as follows:

Lot 4 in Evanston Lincolnwood 4th Addition, being a subdivision of lots 11E and 12B in Happ's Subdivision of part of the Northeast 1/4 of Section 14, Township 41 North, Range 13, East of the Third Principal Meridian, as per plat thereof recorded June 25, 1978, as document number 10067450, in Cook County, IL.

Common Address: 1946 McDaniel, Evanston, IL 60201

PIN 10-14-204-031

LESSEE:

Jane M. Hellestrae

LESSOR:

Bernard Michna

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PROPERTY OF THE
CLERK OF THE CIRCUIT COURT OF COOK COUNTY
CHICAGO, ILLINOIS

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

CLERK OF THE CIRCUIT COURT OF COOK COUNTY

CHICAGO, ILLINOIS

19____

19____

19____

19____

08846288

Property of Cook County Clerk's Office

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REAL ESTATE CONTRACT 4 3 8 8

10 Jane Hellestrae (Buyer) DATE: June 18, 1988

OFFER OF PURCHASE

1 The terms of this offer are as follows:
2 THIS PURCHASE OFFER IS FOR THE REAL ESTATE AND/OR: 1946 McDaniel Evanston, IL 60201
3 Street City County State Zip

3 Legally described in Section 4, if any. Use size appropriate: 48 x 125
4 Together with improvements thereon and including personal property, if any, located on the real estate as of the date hereof, for which a bill of sale will be given, screens, storm windows and doors, shades, window blinds,
5 draperies, curtain rods and other covers, attached TV antenna, heating, central cooling, ventilating, lighting and plumbing fixtures; attached mailboxes, shelving, interior shutters, cabinets and bookcases; porches, porch
6 shades, planted vegetation, garage door openers and transmitters, attached fireplace screens; smoke detectors; as well as the following specific items:

7 1—Purchase price \$ 82,000.00 Initial earnest money \$ 500.00 in the form of person(s) check dated 6/18/88
8 payable to Seller or agent Upon acceptance of this offer, said check shall be properly endorsed
9 by payee and deposited by the party designated in Paragraph 7. ~~XXXXXX~~ Said initial earnest
10 money shall be returned, and this offer shall be void if not accepted on or before ~~XXXXXX~~ July 15, 1988

11 ~~2—The borrower's continuing obligation to pay the loan shall be evidenced by a note to be secured by a mortgage or trust deed on the real estate in the~~
12 amount of \$ or smaller amount as Purchaser shall accept, with a fixed interest rate not to exceed % per annum to be amortized over a maximum of years
13 with a loan service charge not to exceed %

14 If Purchaser makes a purchase offer to obtain a commitment for the mortgage loan contemplated herein, Purchaser shall inform Seller in writing within the time specified in Paragraph 2. IF SELLER IS NOT
15 SO NOTIFIED WITHIN SUCH TIME PERIOD, PURCHASER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE
16 FINANCING OR BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's option, within additional days after said notice, elect to accept purchase money
17 financing or to secure a mortgage commitment on behalf of Purchaser upon substantially the same terms for the mortgage loan contemplated herein with such other material terms and conditions (or comparable loans
18 established by any lending institution with a principal office in the Chicago Metropolitan area having assets of at least one billion dollars. If Seller is so notified, Purchaser agrees to furnish to Seller all requested credit and
19 financial information and thorough customary papers relating to the application for and securing of a mortgage commitment. If Seller is thereafter unable or unwilling to secure such commitment or to accept purchase money
20 financing as herein provided, this contract shall be null and void and the earnest money shall be returned to Purchaser.

21 3—The Purchase Price shall be paid, subject to provisions, all in cash, by cashier's check or certified check at closing.

22 4—(a) Closing of escrow/payout shall be on July 15, 1988 soon as possible or later by mutual agreement, provided a title company with this contract has been accepted by Purchaser, in compliance with stamped recordable warranty deed
23 with release of Homestead Rights (or other appropriate deed if title is in trust or in an estate) and payment of purchase price.

24 (b) Title shall be conveyed at the time required by this Contract subject only to: General taxes for 10 37 and subsequent years; special taxes or assessments; if any, for improvements not yet completed; instruments,
25 if any, not due at the date hereof; any special tax or assessments for improvements heretofore completed; building liens and building and liquor restrictions of record; zoning and building laws and ordinances; private, public
26 and utility easements; covenants and restrictions of record as to use and occupancy, party wall rights and agreements; if any, existing leases and tenancies in real estate with multiple units, the mortgage or trust deed, if any, as
27 described in Paragraph 2 above; and all other taxes or liens levied by or through the Purchaser.

28 5—Real estate taxes (based on the most recent ascertainable taxes), assignable insurance policies, if requested by Purchaser; rents, if any; water taxes and other proratable items including flood hazard insurance shall be prorated to
29 date of possession. The and extended coverage insurance policies shall be assigned to and accepted by Purchaser at closing. (This shall not apply to home-owners insurance policies) Parties hereto agree to represent when
30 bills are available.

31 6—Possession shall be delivered on at end of lease * provided sale has been closed \$: 600.00 of the purchase price is to be held in,
32 ~~as security deposit by purchaser~~ as security deposit by purchaser at security to Purchaser for possession, to be paid to Purchaser at the rate of
33 \$ 100.00 per day for each day possession is withheld beyond said date. Possession shall be deemed given when Seller has vacated the premises and delivered the keys to the same to Purchaser or to the
34 Broker(s). Any balance in said escrow fund after possession is delivered shall be paid to Seller. Retention of possession by Seller does not create a landlord-tenant relationship for the purpose of notice.

* contract is contingent upon mutually agreeable lease terms expiring within one year

35 7—(a) Earnest money and this contract shall be held by seller or agent on the condition of the parties hereto.
36 If the Purchaser defaults, earnest money shall be forfeited and applied to payment of broker's commission and any expenses incurred, and balance paid to Seller. At Seller's election, such forfeiture may be in full settlement
37 of all damages. If Seller defaults, earnest money, at option of Purchaser shall be refunded to Purchaser, but such refunding shall not release Seller from its obligations under this contract. Seller and Purchaser agree that
38 said earnest money is to be held in a federally insured money market deposit account at a banking institution designated by the Listing Broker. All interest earned on the earnest money is to accrue to Purchaser and is to be
39 paid to Purchaser at the time of closing or upon termination of this Contract.
40 Purchaser's Social Security Number:

41 8—This sale shall be closed at office of Purchaser's mortgagee or, if none, at office of listing broker, or as specified below:
42 (Name) Bernard Michna (Address) 1800 Sherman, Evanston, IL
43 or, at request of either party, in escrow with the title company issuing the title commitment by deed and money escrow, fee to be divided between Seller and Purchaser. Seller will pay a broker's commission as provided in
44 the Exclusive Right to Sell or other written listing agreement.

45 Listing broker(s): None The cooperating broker, if any, is:
46 PURCHASER [Signature] Address 1800 Sherman, Evanston, IL
47 PURCHASER City State Zip

48 ACCEPTANCE OF OFFER BY SELLER Purchaser is a licensed real estate broker, but is owed no commission
49 This day of 19 , we accept this offer and agree to perform and convey title or cause title to be conveyed according to the terms of this contract from Seller.

50 SELLER Jane M. Hellestrae Address
51 SELLER City State Zip

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Purchaser shall close title company at 50% say buy to seller, if necessary

...title company... title commitment... evidence of good title...

...30 days from the date of delivery... 10 days after the expiration of the 30-day period...

10-GENERAL CONDITIONS

(1) If any of the original documents on the real estate are destroyed or materially damaged by fire or other casualty, this contract at option of Purchaser shall become null and void or Purchaser may elect to take an appropriate title insurance policy.

(2) The following items shall be shown by a licensed land surveyor showing the location of the improvements (including fences separating the real estate from adjoining properties) thereon and showing all encroachments... Purchaser may terminate this contract if any cost upon notice to Seller within 10 days after the expiration of the 30-day period...

(3) Existing mortgage and lien encumbrances may be paid out of the sale proceeds. Purchaser may place a mortgage on the real estate and apply proceeds on purchase.

(4) All the items of personal property shall be transferred to Purchaser by delivery at closing of a customary Bill of Sale without warranty of merchantability or fitness for purpose. Seller also shall furnish Purchaser an affidavit of title covering the land closing subject only to the title exceptions permitted by this contract and shall sign customary ALTA forms.

(5) Seller shall have the right to inspect the real estate and improvements during the 48-hour period immediately prior to closing... Seller shall have the right to inspect the real estate and improvements during the 48-hour period immediately prior to closing...

(6) Seller shall provide title insurance for the real estate in which the real estate is located relating to the transaction contemplated herein and shall provide to Purchaser at closing evidence of compliance with the requirements of such insurance.

(7) All notices shall be in writing and shall be made to the parties hereto at the address which appears on the last page of this contract or to which notice may be delivered by certified or registered mail, in the case of mailing, notice shall be deemed to be given at the time of mailing.

(8) Seller and Buyer agree that neither the Seller, the broker, nor any of their agents have made any representations with respect to any material fact relating to the real estate... Seller and Buyer agree that neither the Seller, the broker, nor any of their agents have made any representations with respect to any material fact relating to the real estate...

(9) Purchaser shall furnish title insurance required by any lender and shall pay any usual and customary processing costs or charges required by any lender.

(10) Title of the real estate owned by Seller and Purchaser may change any date or time known or to be known by a written agreement executed by Seller and Purchaser or their authorized agents.

(11) This contract and the documents described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1960 and all amendments thereto (the "Act"). Seller and Purchaser shall execute or cause to be executed all documents and take or cause to be taken all action necessary in order that Purchaser shall have no liability, either actual or potential under the Act.

Seller /leasee shall provide reasonable access to purchaser for contractors to view inside of premises for estimates & seller may commence outside work to building during lease period provided it does not unreasonably disturb leasee.

Buyer shall advance seller \$2,000.00 which shall be repaid at closing. Said advance shall be made upon receipt & approval of seller's information & secured by a mortgage.

Seller shall have right to repurchase property from buyer within ~~xxxxxxx~~ lease period ~~xxxxxxx~~ at 110% of purchase price & closing costs & holding costs incurred by buyer.

This contract contingent upon seller providing a title commitment for buyer's approval and a list of all liabilities seller must pay out of closing which shall not exceed the purchase price

An acceptable lease shall include a three month escrow to pay the first three months' rent of \$600.00 a month and a security deposit of \$600.00.

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1/29/08

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DEPT-01 RECORDING \$16.25
#1111 TRAN 1498 07/07/08 10:29:00
#7977 # 00-334830
COOK COUNTY RECORDER

RETURN TO

JONES AND JONES
300 RADNIA PLACE
ORLAND PARK, IL 60462

