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**APARTMENT LEASE**

UNFURNISHED

13<sup>00</sup>

DATE OF LEASE	TERM OF LEASE	MONTHLY RENT	SECURITY DEPOSIT
2/27/89	2/27/89	\$200.00	none
	see rider	see rider	

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

<b>LESSEE</b>	<b>LESSOR</b>
NAME • ISABEL KUCH	NAME • DAVID Cales
APT. NO. • 2 rear	BUSINESS ADDRESS • c/o Cole Taylor Bank Trust 891011
ADDRESS OF PREMISES • 3520 S. Lowe Chicago, Illinois	4744 S Ashland Chicago, Ill.

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 apartment designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

**ADDITIONAL COVENANTS AND AGREEMENTS (if any)**

Legal description: Lot 17 and 20 in Block 2 in Hamburg, being Samuel Gehr's Subdivision of Block 27 and 24 of Canal Trustees' Subdivision in Section 33, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PTI# 17-33-320-032-0000

Common address: 3520 S. Lowe, Chicago, Illinois

Prepared by: Alan Shultz 18 Green Bay Road, Winnetka, Illinois 60093

**LEASE COVENANTS AND AGREEMENTS**

**RENT**

**SECURITY DEPOSIT**

**CONDITION OF PREMISES; REDELIVERY TO LESSOR**

**LIMITATION OF LIABILITY**

**USE; SUBLET; ASSIGNMENT**

**USE AND REPAIR**

1. Lessee shall pay Lessor or Lessor's agent 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.

2. Lessee has deposited with Lessor the Security Deposit stated above for the performance of all covenants and agreements of Lessee hereunder. Lessor may apply all or any portion thereof in payment of any amounts due Lessor from Lessee, and upon Lessor's demand Lessee shall in such case during the term of the lease promptly deposit with Lessor such additional amounts as may then be required to bring the Security Deposit up to the full amount stated above. Upon termination of the lease and full performance of all matters and payment of all amounts due by Lessee, so much of the Security Deposit as remains unapplied shall be returned to Lessee. This deposit does not bear interest unless and except as required by law. Where all or a portion of the Security Deposit is applied by Lessor as compensation for property damage, Lessor when and as required by law shall provide to Lessee an itemized statement of such damage and of the estimated or actual cost of repairing same. If the building in which Premises are located (the "Building") is sold or otherwise transferred, Lessor may transfer or assign the Security Deposit to the purchaser or transferee of the Building, who shall thereupon be liable to Lessee for all of Lessor's obligations hereunder, and Lessee shall look thereafter solely to such purchaser or transferee for return of the Security Deposit and for other matters (including any interest or account) relating thereto.

3. Lessee has examined and knows the condition of Premises and has received the same in good order and repair except as herein otherwise specified, and no representations as to the condition or repair thereof have been made by Lessor or his agent prior to, or at the execution of this lease, that are not herein expressed or endorsed hereon; and upon the termination of this lease in any way, Lessee will immediately yield up Premises to Lessor in as good condition as when the same were entered upon by Lessee, ordinary wear and tear only excepted, and shall then return all keys to Lessor.

4. Except as provided by Illinois statute, Lessor shall not be liable for any damage occasioned by failure to keep Premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes or conveyance, or the bursting, leaking or running of any cistern, tank, wash-stand, water closet, or waste-pipe, or discharge upon or about the Building or Premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door or otherwise, nor for damages to Lessee or others claiming through Lessee for any loss or damage of or to property wherever located in or about the Building or Premises, nor for any damage arising from acts or neglect of co-tenants or other occupants of the Building, or of any owners or occupants of adjacent or contiguous property.

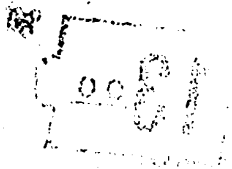
5. Lessee will not allow Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, nor to be occupied in whole or in part by any other persons, and will not sublet the same, nor any part thereof, nor assign this lease, without in each case the written consent of the Lessor first had, and will not permit any transfer, by operation of law, of the interest in Premises acquired through this lease, and will not permit Premises to be used for any unlawful purpose or purpose that will injure the reputation of the same or of the Building or disturb the tenants of the Building or the neighborhood.

6. Lessee will take good care of the apartment demised and the fixtures therein, and will commit and suffer no waste therein; no changes or alterations of the Premises shall be made, nor partitions erected, nor walls papered, nor locks on doors installed or changed, without the consent in writing of Lessor. Lessee will make all repairs required to the walls, ceilings, paint, plastering, plumbing work, pipes and fixtures belonging to Premises, whenever damage or injury to the same shall have resulted from misuse or neglect; no furniture filled or to be filled wholly or partially with liquids shall be placed in the Premises without the consent in writing of Lessor; the Premises shall not be used as a "boarding" or "lodging" house, nor for a school, nor to give instructions in music, dancing or singing, and none of the rooms shall be offered for lease by placing notices on any door, window or wall of the Building, nor by advertising the same directly or indirectly, in any newspaper or otherwise, nor shall any signs be exhibited on or at any windows or exterior portions of the Premises or of the Building without the consent in writing of Lessor; there shall be no lounging, sitting upon or unnecessary tarrying in or upon the front steps, the sidewalk, railing, stairways, halls, landing or other public areas of the Building by Lessee, members of the family or other persons connected with the occupancy of Premises; no advertising, milk, ice, marketing, groceries, furniture, packages or merchandise shall be taken into the Premises through the front door of the Building except where there is no rear or service entrance; cooking shall be done only in the kitchen and in no event on porches or other exterior appurtenances; Lessee, and those occupying under Lessee, shall not interfere with the heating apparatus, or with the lights, electricity, gas, water or other utilities of the Building which are not within the apartment hereby demised, nor with the control of any of the public portions of the Building; use of any master television antenna hookup shall be restricted to those devices which are approved by the Building owner.

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part of the Building; also Lessee will allow Lessor to have placed upon the Premises, at all times, notice of "For Sale" and "To Rent," and will not interfere with the same.

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

9. 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 \_\_\_\_\_ 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, and in such case if specific per diem rental shall not have been inserted herein at (c), such per diem rental shall be one-fiftieth of the monthly rental specified under Section 1 of this lease. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee.

10. Lessee will not permit anything to be thrown out of the windows, or down the courts or light shafts in the Building; nothing shall be hung from the outside of the windows or placed on the outside window sills of any window in the Building; no parrot, dog or other animal shall be kept within or about the Premises; the front halls and stairways and the back porches shall not be used for the storage of carriages, furniture or other articles.

11. The provisions of subsection (a) only hereof shall be applicable and shall form a part of this lease unless this lease is made on an unheated basis and that fact is so indicated on the first page of this lease, in which case the provisions of subsection (b) only hereof shall be applicable and form a part of this lease.

(a) Lessor will supply hot and cold water to the Premises for the use of Lessee at all faucets and fixtures provided by Lessor therefor. Lessor will also supply heat, by means of the heating system and fixtures provided by Lessor, in reasonable amounts and at reasonable hours, when necessary, from October 1 to April 30, or otherwise as required by applicable municipal ordinance. Lessor shall not be liable or responsible to Lessee for failure to furnish water or heat when such failure shall result from causes beyond Lessor's control, nor during periods when the water and heating systems in the Building or any portion thereof are under repair.

(b) Lessor will supply cold water to the Premises for the use of Lessee at all faucets and fixtures provided by Lessor therefor. Lessor shall not be liable or responsible to Lessee for failure to furnish water when such failure shall result from causes beyond Lessor's control, nor during periods when the water system in the Building or any portion thereof is under repair. All water heating and all heating of the Premises shall be at the sole expense of Lessee. Any equipment provided by Lessee therefor shall comply with applicable municipal ordinances.

12. Lessor shall not be liable for any loss or damage of or to any property placed in any store room or any storage place in the Building, such store room or storage place being furnished gratuitously and not as part of the obligations of this lease.

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 the Lessee, Lessor may at any time thereafter at his election declare said term ended and re-rent the Premises or any part thereof, with or (to the extent permitted by law) without notice or process of law, and 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 now owns, or may hereafter acquire or have an interest in, which is by law subject to such distraint, as security for payment of the rent herein reserved.

14. Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

15. It is further agreed, by the parties hereto, that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, 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.

16. Lessee will 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.

17. The rights and remedies of Lessor under this lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.

18. In case the Premises shall be rendered untenantable during the term of this lease by fire or other casualty, Lessor at his option may terminate the lease or repair the Premises within 60 days thereafter. If Lessor elects to repair, this lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have repaired the Premises within said time, then at the end of such time the term hereby created shall terminate. If this lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or other casualty.

19. This lease is subordinate to all mortgages which may now or hereafter affect the real property of which Premises form a part.

20. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease; 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.

21. Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease.

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

LESSEE

*[Signature]* (seal)  
\_\_\_\_\_  
(seal)

LESSOR

*[Signature]* (seal)  
\_\_\_\_\_  
(seal)

ASSIGNMENT BY LESSOR

On this \_\_\_\_\_ 19\_\_\_\_ for value received 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\_\_\_\_ (seal)

GUARANTEE

On this \_\_\_\_\_ 19\_\_\_\_ in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee. Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above lease

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(seal)

RIGHT TO RELET

HOLDING OVER

RESTRICTIONS ON USE

WATER AND HEAT

STORE ROOM

DEFAULT BY LESSEE

NO RENT DEDUCTION SET OFF

NO RENT AFTER NOTICE OR SUIT

RECOVERY OF COSTS

RIGHTS CUMULATIVE

FIRE AND CASUALTY

SUBORDINATION

LEGAL SUCCESSIONS

ENFORCEABILITY

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RIDER TO LEASE FOR APARTMENT 2 REAR 3520 S. LOWE, CHICAGO, ILLINOIS

**DURATION:**

This lease shall be in effect for the lifetime of lessee, Isabel Kuch, and shall terminate 60 days after the death of Lessee.

However, Lessee may terminate this lease with 60 days advance written notice of intention to terminate delivered to Lessor.

This lease shall be recorded and all successor titleholders to Lessor shall be bound by the terms herein.

**RENTAL AMOUNT:**

The monthly rental shall be fixed at \$200.00 per month with 5% annual increases after the first year:

February 27, 1989 thru February 28, 1990	at \$200.00 per month
March 1, 1990 thru February 28, 1991	at \$210.00 per month
March 1, 1991 thru February 28, 1992	at \$220.50 per month, etc.

**MOVE WITHIN BUILDING:**

If a first floor rear apartment in the subject building becomes available for rent and Lessee desires to occupy same rather than 2 rear then Lessee shall have the right to transfer this lease and the terms contained herein to said first floor unit and to occupy same.

It shall be Lessee's responsibility to notify Lessor in writing of Lessee's desire to occupy a first floor unit. Upon being notified of same Lessor shall be obligated to advise Lessee when said first floor rear unit is available. Lessee shall commit to a transfer of units in writing within 10 days of being advised that the first floor unit is available and shall arrange occupancy of said unit so that Lessor does not suffer a loss of rent on said first floor unit.

COOK COUNTY, ILLINOIS  
PUBLIC RECORDS

1989 MAR 1 PM 3:29

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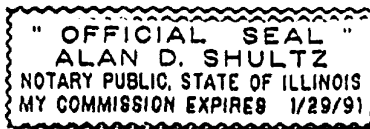
*Isabel Kuch*  
\_\_\_\_\_  
Isabel Kuch

*David Cales*  
\_\_\_\_\_  
David Cales, with power of direction

State of Illinois  
County of Cook

I, Alan Shultz, a notary for Cook County, Illinois do state that Isabel Kuch, David Cales, appeared before me this day and signed the above lease as their free will.

*Alan Shultz*  
\_\_\_\_\_  
NOTARY



*Box 333*

Return to: ALAN SHULTZ  
18 Green Bay Rd.  
Winnetka, Ill.  
60093

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