

Date of Lease: September 29, 1990.

In consideration of the mutual covenants and agreements herein stated, WILLIAM J. TINEN, DANIEL T. TINEN, and JANISE COOPER (hereinafter collectively "Lessors") hereby lease to ETHAN E. TRULL and JANE C. TRULL (hereinafter collectively "Lessees"), and Lessees hereby lease from Lessors the residence and property located at 1926 Elmwood, Wilmette, Cook County, Illinois 60091, together with all appurtenances thereto which is legally described on Exhibit A attached hereto and made a part hereof (hereinafter the "Premises" or the "Property"), as well as all of the personal property identified in Exhibit B attached hereto and made a part hereof (hereinafter the "Personal Property"), upon the following terms and conditions.

LEASE COVENANTS AND AGREEMENTS

1. TERM. The initial term of this Lease shall be twelve (12) months, commencing on October 1, 1990, and ending on September 30, 1991. At Lessees' sole option, the term of this Lease may be extended for an additional twelve (12) month period, commencing on October 1, 1991 and ending on September 30, 1992. Lessees must notify Lessors of their intent to exercise their option to extend the term of this Lease on or before July 31, 1991. Lessors hereby agree that they will not sell, list with a real estate broker, enter into any contract or agreement concerning the Property or exhibit the Property for the purpose of sale or to relet the Premises, and will not place a notice of "For Sale" or "To Rent" upon the Property prior to July 31, 1991, unless Lessees first notify Lessors of their intent not to exercise their option to extend the term of this Lease.

2. RENT. Lessees shall pay Lessors the sum of \$1250.00 as rent for the Premises, monthly in advance, until termination of this Lease, at Lessors' address identified herein or such other address as Lessors may designate in writing. If Lessees fail to make any such monthly rental payment to Lessors on or before the tenth (10th) day of any month, a late fee in the amount of \$50.00 will be assessed against Lessees. If Lessees exercise their option to extend the term of this Lease, the monthly rental amount for the extended lease period will be amended, as of October 1, 1991, to reflect changes in the cost of living, as measured by the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers - Chicago area (CPI-U).

3. HOLDING OVER. If Lessees fail to exercise their option to purchase and retain possession of the premises or any part thereof after the termination of this agreement, then Lessors may at Lessors' option within 30 days after the termination of the Agreement serve written notice upon Lessees 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 2 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 2, or (c) creation of a tenancy at sufferance, at a rental of \$65.00 per day for the time Lessees remain in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessees shall also pay to Lessors all damages sustained by Lessors resulting from retention of possession by Lessees.

4. SECURITY DEPOSIT. Lessees have deposited with Lessors the sum of \$1250.00 as a Security Deposit for the performance of all covenants and agreements of Lessees hereunder. The Security deposit shall be deposited in a federally insured interest bearing money market account for the benefit of Lessees. Where all or a portion of the Security Deposit is applied by Lessors as compensation for property damage, Lessors shall provide to Lessees an itemized statement of such damage and of the estimated or actual cost of repairing same. Upon termination of the Lease and full performance of all matters and payment of all amounts due by Lessees, so much of the Security Deposit (including interest earned thereon) as remains unapplied shall be returned to Lessees.

5. SUBLET. Lessees will not allow the Premises to be sublet without the written consent of the Lessors.

6. UTILITIES AND TAXES. Lessees shall pay (in addition to the rent above specified) all gas, water, electricity and other utility bills, levied or charged on or in respect of the Premises, for and during the term of this Lease. Lessors shall pay all general and special real property taxes (as well as any and all general and special assessments) levied or charged on or in respect of the Premises, for and during the term of this Lease.

7. REPAIR. Lessees will make all repairs required to the walls, ceilings, paint, plaster, plumbing, and fixtures belonging to the premises, whenever damage or injury to the same shall have resulted from misuse or neglect. All other necessary repairs to the premises arising prior to the Closing Date shall be made by Lessors.

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Ethan E. Trull, Esq.
Seyfarth, Shaw, Fairweather & Geraldson
55 East Monroe Street, Suite 4200
Chicago, Illinois 60603
(312) 346-8000

Box 118

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[Signature]

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8. **ROUTINE MAINTENANCE.** Lessees agree to perform all routine maintenance upon the property, including, without limitation, maintenance of the yards, sidewalks and driveways, shrubbery and other landscaping, all such maintenance to be completed in accordance with the standards of the neighborhood.

9. **CONDEMNATION OR CASUALTY LOSS.** If prior to the Closing Date, a governmental agency commences or imminently threatens to commence any eminent domain proceedings to take any material portion of the Property or the Property is destroyed or materially damaged by fire or other casualty, Lessees shall have the right to terminate this Lease, exercisable by giving notice of such decision to Lessors within twenty (20) days after Lessees' receipt of notice of such actual or threatened condemnation proceedings or such destruction or damage. Lessors shall promptly notify Lessees of Lessors' receipt of any written notice of intent to exercise the power of eminent domain or police power, the institution of any proceedings for the condemnation of the Property or any portion thereof, or any other governmental notice with respect to the Property and any casualty or accident suffered at the Property.

10. **MECHANICS' LIEN.** Lessees hereby agree that they will not cause or permit any mechanics' lien(s) to be filed against the Property by reason of any work, labor, services or materials performed at or furnished at the Property. If any such mechanics' lien shall at any time be filed, Lessees shall have the right to contest any and all such liens and agree to post a satisfactory bond with the Title Company.

11. **VIOLATIONS OF LAW.** If Lessors shall receive any notice of violation of any law, ordinance or code with respect to the Premises, Lessors shall notify Lessees of such notice and Lessors' proposed action, and Lessors shall correct the violation or have such notice retracted lawfully.

12. **LESSORS' REPRESENTATION.** Lessors represent that they are the sole owners of the fee simple interest in, and record title holder of, the Premises and that they have the full right, power and authority to execute this Lease and perform the obligations hereunder.

OPTION TO PURCHASE

13. **ELECTION.** Lessees shall have the exclusive option to purchase the Premises and the Personal Property together with all appurtenances thereto, at any time on or prior to the expiration or other termination of this Lease, including any extensions thereof. Lessees must notify Lessors of their intent to exercise their option to purchase the Premises on or before April 1, 1992, or within such other time as consented to, in writing, by Lessors. If Lessees fail to notify Lessors of their intent to purchase the Premises in accordance with the forms hereof, then Lessees' option shall expire.

14. **PRICE.** The total purchase price of the Premises and the Personal Property, together with all appurtenances thereto, at any time Lessees elect to exercise their option to purchase the Premises, shall be \$237,500.00 (the "Purchase Price").

15. **REFUND OF RENTAL PAYMENTS.** If Lessees elect to exercise their option to purchase the Premises, at the time of Closing Lessors shall (at Lessees' election) refund or credit to Lessees the sum of \$1,000.00 for each monthly rental payment or portion thereof (on a pro-rata basis) that Lessees have made to Lessors from October 1, 1990 until September 30, 1992.

16. **AGREEMENT TO BUY AND SELL.** Upon Lessees' exercise of their option to purchase the Premises, Lessors agree to sell to Lessees and Lessees agree to purchase from Lessors, in the manner and upon the terms and conditions herein set forth in this Lease, the Property and Personal Property. Except as hereinafter stated, the Property shall also include all of Lessors' rights, title and interest in and to all improvements, fixtures, easements, rights-of-way, licenses, privileges, tenements, and appurtenances belonging or appertaining to the Property.

17. **CLOSING DATE AND CLOSING PROCEDURES AND REQUIREMENTS.** In the event that Lessees exercise their option to purchase the Property, the "Closing Date" or "Closing" and the transfer of title and possession of the Property shall occur on or before forty-five (45) days after expiration or termination of this Lease at the offices of the "Title Company" (hereinafter defined), or at such other place as the parties hereto may hereafter mutually select, on a date (hereinafter referred to as the "Closing Date"), and at a time mutually agreed to by the parties hereto. However, the Closing Date shall not occur before satisfactory completion of Lessors' obligations set forth in this Lease. Upon expiration of such forty-five (45) day period, if one or more of said conditions are not satisfied to an extent or in a manner satisfactory to Lessees, then Lessees may extend this Lease for such period or periods of time as Lessees deem in their best interest in order to allow Lessors to complete any such condition(s). Lessees shall continue to pay rent as specified in Section 2 from the date of expiration or termination of this Lease until the Closing Date.

18. **CONVEYANCE OF TITLE.** At the Closing, Lessors shall execute and deliver to Lessees (or their Notinee) a General Warranty Deed conveying fee simple marketable record title to the Property to Lessees, free and clear of all liens, special assessments, easements which do not restrict use of the Property for single family residential purposes, reservations, restrictions, and encumbrances unless otherwise agreed in writing by Lessees. In the event any mortgage, lien or other encumbrance encumbers the property at closing and is not paid and satisfied by Lessors, such mortgage, lien or encumbrance shall, at Lessees' election, be satisfied and paid with the proceeds of the Purchase Price. Lessors and Lessees agree that

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such documents, resolutions, and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing.

19. **CLOSING DOCUMENTS.** In addition to the documents identified in this Lease as being the requirement of Lessors to produce at Closing, Lessors shall deliver to Lessees (or deposit in escrow for delivery to Lessees) on or before the Closing Date the following documents, dated as of the Closing Date unless otherwise specified:

- (a) a regular form warranty of title Bill of Sale executed by Lessors conveying to Lessees (or their nominee) all of the Personal Property;
- (b) completed Real Estate Transfer Declarations of the Illinois Department of Revenue, Cook County and the municipality, if any, executed by Lessors; and
- (c) an Affidavit of Title in customary form.

20. **ESCROW.** At the election of Lessors or Lessees upon notice to the other party not less than five (5) days prior to the time of Closing, this transaction shall be closed through an escrow with a mutually agreeable escrow agent (the "Escrow Agent"), in accordance with the general provisions of the usual form of Cash and Money Escrow Agreement then in use by the Escrow Agent, with such special provisions inserted in the escrow agreement as may be required to conform with this Lease, including without limitation, a provision for a "New York Style" closing. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment for the Purchase Price and delivery of the deed shall be made through the escrow. The cost of the escrow (and the "New York Style" closing fee, if any) shall be divided equally between Lessors and Lessees.

21. **PRORATING OF TAXES AND ASSESSMENTS.** All general real estate taxes and assessments applicable to the Property shall be adjusted ratably as of the Closing Date. The amount of the current general taxes not then ascertainable shall be adjusted as of the Closing Date on the basis of 110% of the most recent ascertainable taxes. All general and special assessments which have been levied or certified prior to Closing shall be paid in full by Lessors.

22. **CLOSING COSTS.** Lessors shall, at Closing, pay (i) all real property transfer and transaction taxes and levies relating to the sale of the Property including, without limitation, the documentary stamps from the State of Illinois, and the County of Cook, which shall be affixed to Lessors' general warranty deed, and (ii) the title insurance premiums and costs relating to the issuance of the Title Policy (hereinafter defined) in the full amount of the Purchase Price. Lessees shall pay the cost of recording the general warranty deed and local transfer stamps, if any.

23. **SURVEY.** On or before sixty (60) days prior to Closing, Lessors shall procure, at their own cost and expense, and deliver to Lessees a current survey of the Premises acceptable to the Title Company and Lessees' mortgagee, if any, prepared and executed by a registered Illinois land surveyor, certified to Lessees, the Title Company and Lessees' mortgagee, if any.

24. **TITLE INSURANCE.** On or before sixty (60) days prior to Closing, Lessors shall, at Lessors' sole expense, deliver or cause to be delivered to Lessees a current title insurance commitment for a policy (ALTA Form B-1970) of owner's title insurance issued by a mutually agreeable title insurance company (the "Title Company") and a copy of all exceptions referred to therein (hereinafter referred to as the "Title Commitment"). The Title Commitment shall be in the amount of the Purchase Price, showing good marketable fee simple title to the Premises in Lessors, subject only to the exceptions agreed to in writing by Lessees. Further, the Title Commitment shall irrevocably obligate the Title Company to issue an ALTA Form B Title Insurance Policy in the full amount of the Purchase Price (hereinafter referred to as the "Title Policy"), which Title Policy shall insure Purchaser's fee simple title to the Property.

25. **IRPTA.** To the extent that the transaction contemplated by this Lease is subject to The Responsible Property Transfer Act of 1988, as amended, Ill. Rev. Stat. ch. 30, §§ 901 et seq. (the "Act"), Lessors shall comply with the Act. If Lessors determine that the transaction contemplated hereby is not covered by the Act and/or Lessors elect not to make the disclosures required by the Act, then Lessors shall indemnify, defend and save Lessees, its successors and assigns harmless from and against any and all claims, demands, causes of action, damages, fines, penalties, losses, liabilities and expenses, including attorneys' fees, which are asserted against or incurred by Lessees, its successors and assigns, as a result of any allegation, finding, judgment or order to the effect that Lessors and/or Lessees violated the Act in connection with the transaction contemplated by this Lease.

26. **FIRPTA.** Lessors represent that they are not "foreign persons" as defined in Section 1445 of the Internal Revenue Code and are therefore exempt from the withholding requirements of said Section. Lessors will furnish Lessees at closing the Exemption Certification set forth in said Section.

27. **WAIVER.** Lessees may at any time or times on or before Closing, at their election, waive any of the foregoing conditions, but any such waiver shall be effective only if contained in a writing signed by Lessees and delivered to Lessors. Except as to the condition waived, no waiver shall reduce the rights or remedies of Lessees by reason of any breach of any undertaking, agreement, warranty, representation or covenant of Lessors.

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28. **TIME OF THE ESSENCE.** Time is of the essence of this Lease.

29. **GOVERNING LAW.** This Agreement and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. The parties herein agree to submit to the personal jurisdiction and venue of a Court of subject matter jurisdiction located in Cook County, Illinois. In the event that litigation results from or arises out of this Lease or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

30. **NOTICES.** All notices and demands herein required shall be in writing and shall be served on the parties at the following addresses and may be made by personal service, overnight express delivery or United States mail:

(a) IF to Lessors:

William J. Tinen
67. Waleigh Road
Glenview, Illinois 60025

(b) IF to Lessees:

Ethan E. Trull
Seyfarth, Shaw, Fairweather & Geraldson
55 East Monroe Street, Suite 4200
Chicago, Illinois 60603

Any notice given by mail shall be sent, postage prepaid, by certified mail, return receipt requested, addressed to the party to receive at the foregoing address or at such other address as the party may from time to time direct in writing. Express delivery and personally served notices shall be deemed given upon receipt. Postal notices shall be deemed to be given three (3) days after deposit with the United States Postal Service.

31. **BROKERS.** Lessors and Lessees represent to one another, each with respect to its own actions, that no broker or real estate consultant which has not been fully paid has been employed or was used by it or was instrumental in connection with the transaction evidenced by this Lease or the conveyance of the Premises. This provision is not intended to create any third party beneficiary rights. Lessors and Lessees each agree to indemnify the other from any loss, cost or expense, including attorneys' fees, which results from any act or claim which is inconsistent with the portion of the foregoing representation made by the party who is not in each instance the indemnified party.

32. **MISCELLANEOUS.** (a) This Lease constitutes the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, representations, or other covenants not contained herein.

(b) This Lease may be amended only by a written instrument subsequently executed by Lessors and Lessees expressly stating the intention to amend this Lease.

(c) This Lease may be executed in counterparts and it is the intention of the parties hereto that any executed counterparts shall constitute the agreement of the parties and that all of the counterparts shall together constitute one and the same agreement of the parties, provided that delivery has occurred as provided for herein.

(d) Lessors and Lessees agree that this Lease may be recorded with the Cook County Recorder of Deeds Office at the Lessees' expense. In the event Lessees' rights hereunder shall terminate, Lessees shall promptly execute and deliver to Lessors a quit claim deed relinquishing to Lessors all of Lessees' rights to acquire the Premises and Lessees shall pay the costs of recording.

(e) The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Lease.

(f) In the event that litigation is necessary to enforce the covenants and agreements of this Lease, Lessees and Lessors agree that the non-prevailing party shall pay all reasonable attorneys' fees and costs incurred by the prevailing party.

(g) Lessees and Lessors agree that neither party may assign this Lease, without in each case a written consent of the other party first had.

33. **SUCCESSORS.** All of the covenants and agreements herein contained shall be binding upon, and inure to, Lessees' and Lessors' respective successors, heirs, executors, administrators and assigns and be exercised by his or their attorney or agent.

34. **SEVERABILITY.** 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.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Jane C. Trull, personally known to me, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her free and voluntary act for the uses and purposes therein set forth.

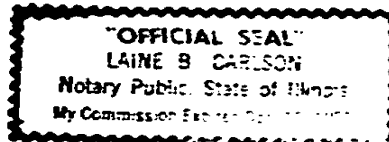
GIVEN under my hand and notarial seal this 21st day of September, 1990.

Laine B Carlson
Notary Public

(SEAL)

My Commission expires:

12-12-91



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

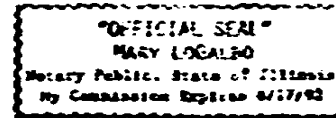
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that William J. Tinen, personally known to me, appeared before me this day in person and acknowledged that he signed and delivered said instruments as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of September, 1990.

Mary Logallo
Notary Public

(SEAL)

My Commission expires:



STATE OF ~~ILLINOIS~~)
CALIFORNIA) SS.
COUNTY OF ~~COOK~~)
LOS ANGELES

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Daniel T. Tinen, personally known to me, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

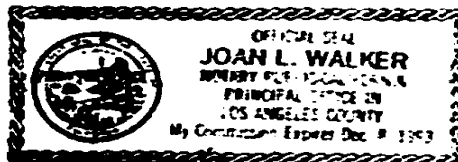
GIVEN under my hand and notarial seal this 24th day of September, 1990.

Joan L Walker
Notary Public

(SEAL)

My Commission expires:

2/8/93



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CALIFORNIA
STATE OF ~~TEHAMA~~)
LOS ANGELES)
COUNTY OF ~~COOK~~)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Janise Cooper, personally known to me, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her free and voluntary act for the uses and purposes therein set forth.

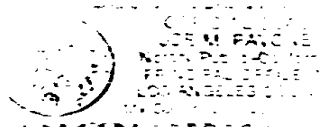
GIVEN under my hand and notarial seal this 22nd day of September, 1990.

Joe M. Fancher
Notary Public

(SEAL)

My Commission Expires:

7/29/91



Property of Cook County Clerk's Office

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