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TENANT'S COPY

Proprietary Lease

CEDAR STREET CORPORATION

LESSOR

•	DEPOSIT	\$50.50
•	TOTAL	\$50.50
•	PAID	\$50.50
•	BALANCE	\$0.00

TO

MAXWELL KUNIN

LESSEE

91648165

APARTMENT NO. 1401

R. R. DONNELLEY & SONS CO., CHICAGO

*49.00
H.P. Paul*

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FIRST SECURITY BANK OF CHICAGO
196 EAST PEARSON
CHICAGO, ILLINOIS 60611

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Secretary

Handwritten signature

ATTEST:

President

BY:

Cedar Street 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) hereinafter named, in consideration of the covenants, promises and agreements set forth in the foregoing assignment and acceptance.

CONSENT TO AGREEMENT

(SEAL)

Douglas H. Cameron

(SEAL)

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 February 25, 1983 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.

ACCEPTANCE BY ASSIGNEE

2nd Vice President

By

Handwritten signature

BEATRICE CHAPMAN
By Continental Illinois National Bank
and Trust Company of Chicago, as
Guardian of the Estate of Beatrice
Chapman, a disabled person.

FOR VALUE RECEIVED, the undersigned Lessee hereby assigns all of her right, title and interest in and to the within Lease from and after February 25, 1983 unto Douglas H. Cameron of the City of Chicago, Illinois,

ASSIGNMENT BY LESSEE

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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 *AUGUST 24, 1969* unto *BEATRICE CHAPMAN*

of the City of Chicago, Illinois.

X Beatrice Chapman (SEAL)
(Beatrice Chapman
and Continental Illinois National Bank & Trust Co. of Chicago
By: [Signature] (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 *AUGUST 24, 1969* 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.

(SEAL)
X Beatrice Chapman (SEAL)
(Beatrice Chapman)

CONSENT TO ASSIGNMENT

CEDAR STREET 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: [Signature]
President

ATTEST:

[Signature]
Assistant Secretary

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Proprietary Lease

THIS LEASE, made and entered into this 29th day of *December*, 1959 between CEDAR STREET CORPORATION, an Illinois corporation (hereinafter called "Lessor"), and _____

_____ *MAXWELL KUNIN* _____

(hereinafter called "Lessee"), WITNESSETH: THAT,

WHEREAS, Lessor owns and operates an apartment building and site therefor (hereinafter referred to collectively as the "Building") situated at 70 Cedar Street, Chicago, Illinois; and
(See Legal Description Attached)

WHEREAS, Lessor has determined that the apartments in the Building shall be leased to cooperative owners who are shareholders of Lessor, to be held under terms and conditions similar to those set forth in this Lease, such leases being hereinafter sometimes referred to as "Proprietary Leases"; and

WHEREAS, Lessee is the owner and holder of *163* _____ shares of the Common Stock of Lessor, which number of shares is sufficient to qualify Lessee 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, Lessor has leased and by these presents does hereby lease unto Lessee, and Lessee hires and takes as lessee, the apartment in the Building designated and known as No. *1401* . (hereinafter sometimes referred to as the "Apartment");

To HAVE AND TO HOLD the Apartment as a private residential apartment of Lessee and Lessee's immediate family, except as hereinafter provided, for and during the term commencing *JANUARY 1* , 1957, and ending December 31, 2048, unless such term shall be sooner terminated as hereinafter provided;

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HOUSE RULES

1. No public hall, sidewalk or stairway shall be obstructed or used for any purpose other than ingress to or egress from the Apartment.

2. No tenant shall make or permit any disturbing noise in the Building or do or permit anything else to be done which would interfere with the rights, comfort or convenience of any other occupant of the Building. No tenant shall play or permit to be played, any radio, television, or musical instrument between the hours of 11 o'clock P.M. and 8 o'clock A.M. if such playing shall disturb or annoy any other occupant of the Building.

3. No rug shall be beaten on or in any porch, fire escape, hall or corridor and no dust, rubbish or litter shall be swept into any hall or entryway of the Building.

4. Children shall not be permitted to loiter or play on the stairways or in the halls, lobby or elevators.

5. The water closets and other water apparatus shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, paper, ashes or other substances shall be thrown therein.

6. No provisions, milk, ice, groceries, furniture, bicycles, boxes or the like shall be taken into or removed from the Apartment otherwise than through the service entrances of the Building. All damage to the Building caused by the moving or carrying of any article therein shall be paid by the tenant or person owning or in charge of such article.

7. Nothing shall be thrown or emptied out of windows or doors, or hung from the outside of windows or fire escapes or placed on outside window sills. Rear kitchen entrances shall remain closed at all times except when opened for purposes of ingress or egress.

8. No dog or dogs (except as hereinafter permitted), parrots or reptiles shall be allowed in the Building.

9. None of the halls or stairways shall be used for the storage of furniture or other articles.

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AND Lessee and Lessor hereby covenant and agree, as follows:

1. RENT. Lessee shall pay to Lessor as rent for the Apartment, in lawful money of the United States of America, at the office of Lessor or at such other place in the City of Chicago as Lessor may from time to time in writing appoint, the sum of One Dollar (\$1.00) per year, payable in advance on the first day of June of each and every year of the demised term, and also "Further Rents" and "Additional Rent" as hereinafter provided.

(a) *Further Rents.* (1) Further Rents shall be due and payable monthly in advance on the first day of each and every month of the demised term.

(2) The Board of Directors of Lessor shall, by resolution adopted about the time in each year of the holding of the annual meeting of the shareholders of Lessor in accordance with the by-laws of Lessor, estimate the aggregate amount which, in its judgment, will be required by Lessor during the current or ensuing fiscal year or both (in addition to its other prospective income for such period and the surplus, if any, theretofore accumulated) for the payment of all current and prospective expenditures necessary or desirable to be made by Lessor during such period, including: costs of maintenance of corporate existence; the payment of general taxes, special assessments, water rates, income taxes (if any), insurance premiums, and operating expenses; the costs of repairs, improvements, alterations and replacements to the Building; the payment of any deficits in previous years; all other costs, expenses and obligations of every nature incurred or to be incurred by Lessor (except any mortgage indebtedness and interest thereon); and, if deemed advisable, an annual reserve fund as a safeguard against any unexpected or extraordinary expense; provided, however, that no capital expenditure in excess of \$10,000 shall be included in any such estimate unless such expenditure shall have been approved by shareholders owning in the aggregate more than a majority in number of the shares of Lessor entitled to vote at the time of such approval.

(3) If at any time the Board of Directors of Lessor shall resolve that additional funds are required, it may, subject to the limitations of the foregoing subparagraph with reference to capital expenditures, make a supplemental estimate of the amount to be required by Lessor for the purposes above mentioned for the current or ensuing fiscal year or both.

(4) The amount of each and every estimate and supplemental estimate so made shall be divided by the number of shares of Lessor then issued and outstanding, and the quotient thus obtained, multiplied

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CONSENT TO ASSIGNMENT

Cedar Street Corporation, by its
President and _____ Secretary, 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.

Dated at Chicago, Illinois, _____, 19 .

CEDAR STREET CORPORATION

By _____
President

ATTEST:

Secretary

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by the number of such shares owned by Lessee as stated in this Lease, shall be the amount of the Further Rents for the Apartment for the period covered by such estimate and shall be paid by Lessee to Lessor at such time or times and in such approximately equal monthly installments over such period as may be specified by the Board of Directors of Lessor.

(5) No resolution of the Board of Directors of Lessor making any estimate or determining any Further Rents as herein provided shall be subject to question or objection by Lessee, and any such resolution may be subsequently amended in any respect by such Board or by its successors.

(6) The right to establish the amount, and to require payment, of any such Further Rents shall be possessed only by the Board of Directors of Lessor elected by its shareholders, and shall not pass to any receiver, trustee or creditor of Lessor.

(7) No failure of the Board of Directors of Lessor to prepare estimates as herein provided shall operate as a waiver or release in any manner of Lessee's obligation to pay any Further Rents, whenever determined, and Lessee shall be obligated to continue to pay Further Rents at the monthly rate last determined until another rate has been determined.

(b) *Additional Rent.* Additional Rent shall be due and payable upon demand in an amount determined in accordance with the following:

(1) Lessee shall, at Lessee's own expense, keep the interior of the Apartment and its equipment (excluding electric wiring and fixtures, and plumbing and heating piping and fixtures) and appurtenances, in good order, condition and repair and in a clean and sanitary condition, and shall do all decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Apartment, and, in general, shall suffer no waste thereof or injury thereto. Except to the extent that Lessor is protected by insurance against such injury, Lessee will repair all injury to the Building caused by his act, neglect or carelessness, or that of any sublessee or any member of Lessee's family or of the family of any sublessee or of any guest, employee or agent of Lessee or of any sublessee, and all such repairs, redecorating, painting and varnishing shall be of a quality and kind equal to the original work. All repairs, alterations, addi-

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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 AUGUST 24, 1969 unto BEATRICE CHAPMAN of the City of Chicago, Illinois.

Continental Illinois National Bank and Trust Company
OF CHICAGO

EXECUTOR ESTATE OF (SEAL)
RALPH CHAPMAN, DECEASED

Ray [Signature] (SEAL)
Lessee AND PRESIDENT

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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 _____, 19____, 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.

_____ (SEAL)

_____ (SEAL)

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tions or improvements made at any time shall be the property of Lessor without any compensation to Lessee therefor. In the event of the refusal or neglect of Lessee, after notice in writing from Lessor, to make such repairs or redecorate the Apartment as is herein required, Lessor may at its option (but without any obligation on its part so to do) enter the Apartment and make such repairs or redecoration therein, or in case of injury to the Building, repair such injury, and any expense thereby incurred by Lessor is hereby agreed to be Additional Rent hereunder, due and payable upon demand.

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

(3) If Lessee shall suffer or permit any lien to be filed or placed against the Building or against 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 Building and chargeable to or required to be made by Lessee under the terms hereof, then when such lien has been filed or placed, Lessee shall, after notice thereof, remove such lien, or take such other action in respect thereof as Lessor may in writing prescribe to protect the Building and Apartment against such lien, and if Lessee does not do so, Lessor may at its option cause such lien to be discharged, and all payments, costs, expenses and reasonable attorney's fees paid or incurred in connection therewith are hereby agreed to be Additional Rent hereunder, due and payable upon demand. Lessor shall not be required to inquire into the validity of any such lien or await the entry of any judgment or decree before securing its discharge.

(4) If Lessee shall at any time be in default hereunder and Lessor shall institute an action at law or in equity or a summary proceeding against Lessee based upon such default in enforcing any of the terms or covenants of this Lease, Lessee shall reimburse

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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 JANUARY 23, 1957, 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.

Ralph Chapman (SEAL)

Ralph Chapman (SEAL)
as joint tenants with right of survivorship
and not as tenants in common

CONSENT TO ASSIGNMENT

Cedar Street Corporation, by its _____
President and _____ Secretary, 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.

Dated at Chicago, Illinois, February 9, 1957.

CEDAR STREET CORPORATION

By Alfred A. Donagan
President

ATTEST:
William Stewart
Secretary

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Lessor for the total amount of any and all costs and expenses, including reasonable attorney's fees, so expended or incurred by Lessor, and such total amount is hereby agreed to be Additional Rent hereunder, due and payable upon demand.

(5) Lessee shall pay all telephone, gas and electric bills, whether service is supplied by Lessor or by a utility company, rendered to Lessee by Lessor or by any utility company or charged against the Apartment, and in the event Lessee does not pay any such bill when it becomes due and payable, Lessor may pay it, and the amount so paid is hereby agreed to be Additional Rent hereunder, due and payable upon demand.

(6) Lessee shall at all times during the demised term indemnify and save harmless Lessor from every and all loss, cost, and liability whatsoever which may be claimed against Lessor (and against which Lessor shall not be fully insured) by any person, firm or corporation for any injury to person or property or damage of whatsoever kind or character resulting from the use or occupancy of the Apartment by Lessee or those holding under Lessee or resulting either wholly or in part from any act or omission of Lessee, or of any member of the family of Lessee, or of any invited guest, servant, sublessee or other person or persons claiming through or under Lessee, and any expenses incurred by Lessor as a result thereof, together with all costs, expenses and reasonable attorney's fees in connection therewith, are hereby agreed to be Additional Rent hereunder, due and payable upon demand.

(7) If any amount payable hereunder, for Rent, Further Rent, Additional Rent, Mortgage Payments or otherwise, shall not be paid on or before 30 days after such amount shall become due, Lessee agrees that upon demand Lessee will pay interest thereon from the due date thereof until the payment thereof, at the rate of seven per cent (7%) per annum, and such interest is hereby agreed to be Additional Rent hereunder, due and payable on demand. No such interest shall be computed on overdue interest.

2. MORTGAGE PAYMENTS.

(a) Lessee understands that Lessor in connection with its acquisition of the Building issued a corporate note dated December 29, 1950 in the amount

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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Ruth Carson, a notary public in and for the County and State aforesaid, Do HEREBY CERTIFY that

Maxwell Kuxin

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/~~she~~/~~they~~ signed, sealed and delivered said instrument as his/~~her~~/~~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 12th day of January, 1951.

Ruth Carson
Notary Public

My Commission Expires May 18, 1954

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 JANUARY 13, 1951 unto RALPH CHAPMAN AND BEATRICE CHAPMAN as joint tenants with right of survivorship and not as tenants in common of the City of Chicago, Illinois.

[Signature] (SEAL)

Lessee (SEAL)

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COOK COUNTY CLERK'S OFFICE

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of \$375,000 secured by a first mortgage on the Building. Such note bears interest at the rate of 4 $\frac{1}{4}$ %, is payable (both as to principal and interest) at the rate of \$2,325 per month, with a final payment due on February 1, 1971, and contains certain prepayment privileges.

(b) In order that said note may be repaid by Lessor, Lessee hereby agrees to pay Lessor, in addition to the Rent, Further Rents and Additional Rents payable hereunder:

(1) Monthly, in advance, on the first day of each and every month of the demised term until said note shall be fully repaid (i) an amount computed by dividing the amount of the principal and interest on said note payable or accrued during such month in accordance with its terms by the number of shares of Lessor then issued and outstanding and multiplying the quotient so obtained by the number of shares of Lessor owned by Lessee as stated in this lease, or (ii) if and when any principal balance of said note shall have been refunded on terms approved by the Board of Directors of Lessor and at a meeting of the shareholders of Lessor by shareholders owning in an aggregate more than two-thirds in number of the shares of Lessor entitled to vote at such meeting, an amount computed by dividing the amount payable during such month of the principal and interest on such refunded balance in accordance with such approved terms by the number of shares of Lessor then issued and outstanding and multiplying the quotient so obtained by the number of shares of Lessor owned by Lessee as stated in this lease; provided, however, that no such amount computed under either clause (i) or clause (ii) of this subparagraph 2 (b) (1) shall include any sum necessary to make prepayment of the principal of said notes.

(2) If and whenever the Board of Directors of Lessor shall have determined that it would be in the best interests of the shareholders of Lessor to prepay the principal of said note in whole or in part, and the making of such a prepayment shall have been approved at a meeting of the shareholders of Lessor by shareholders owning in the aggregate more than two-thirds in number of the shares of Lessor entitled to vote at such meeting, an amount, payable on demand, computed by dividing the amount of such prepayment by the number of shares of Lessor then issued and outstanding and multiplying the quotient so obtained by the number of shares of Lessor owned by Lessee as stated in this Lease; provided, however, that Lessee shall have the right to avoid all obligation under this subparagraph 2-(b)-(2) upon the condi-

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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Ruth Carson, a notary public in and for the County and State aforesaid, Do HEREBY CERTIFY that

Alfred F. Donegan President of Cedar Street Corporation, and William S. Everett 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, and personally known to me to be such _____ President and

_____ Secretary of said corporation, appeared before me this day in person and acknowledged that they signed and delivered 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 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 29th day of December 1950

Ruth Carson
Notary Public

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tions and in the manner set forth in paragraph 31 of this Lease. No provision of this subparagraph 2-(b)-(2) of this Lease shall be deleted or modified in any respect without the written consent of Lessee.

(3) The right to require Mortgage Payments by Lessee shall be available only to Lessor and not to or for the benefit of any creditor, obligee or mortgagee of Lessor, and nothing in this Lease, Lessor's Articles of Incorporation, Lessor's by-laws, or the certificates representing Lessor's shares shall be construed as rendering Lessee individually liable for the payment of the principal or interest of either of said loans, or any renewal or extension thereof, or for any other debt or obligation of Lessor.

3. MORTGAGE COVENANTS.

(a) This Lease and the interest of Lessee, Lessee's spouse, heirs, legal representatives and assigns in the Apartment and Building, including any estate or interest created by virtue of the laws of the State of Illinois relating to homestead or dower, at all times and under all circumstances shall be and remain subject and subordinate to the lien of any mortgage or trust deed and the indebtedness and charges thereby secured to be paid according to the tenor thereof, whether such mortgage or trust deed now exists or shall be hereafter placed upon the Building; provided, however, that with respect to any mortgage or trust deed hereafter placed thereon, the consent thereto of the holders of at least two-thirds in number of the shares of Lessor at the time outstanding and entitled to vote shall have been procured by vote at a meeting of the shareholders of Lessor, and provided further that this Lease shall not be construed as being made for the benefit of any mortgagee or trustee or any person, firm or corporation other than Lessor and Lessee.

(b) In the event Lessor shall at any time or times hereafter desire to mortgage the Building for its corporate purposes, and shall, with the consent of the holders of at least two-thirds in number of the shares of Lessor at the time outstanding and entitled to vote, procured by vote at a meeting of the shareholders of Lessor, make, execute and deliver any mortgage, trust deed, or agreement, pledging or conveying the 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 Lessee, together with any estate or interest created by virtue of the

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the holder of this certificate accepts it subject to the following conditions: The lessee under the proprietary lease may be assessed by the board of directors of the corporation from time to time for his share of operating expenses. The corporation shall have a first and paramount lien upon the shares represented by this certificate, and the shares represented hereby are perpetually pledged to the corporation for debts due it by the owner of such shares or any occupant or sublessee under the proprietary lease. For the purpose of enforcing such lien the corporation may sell the shares pursuant to the provisions of the proprietary lease and in the manner and upon the notice therein set forth. The right to terminate the proprietary lease under certain circumstances therein set forth, is contingent upon the surrender of this certificate to the corporation properly endorsed. The shares represented by this certificate are transferable only in the manner and subject to the conditions set forth in the proprietary lease."

(i) Lessee shall own, subject to the restrictions contained herein, all refrigerators, stoves and other like household equipment located in the Apartment except such equipment as may be considered fixtures.

33. ASSIGNMENT FEE. The Board of Directors of Lessor may impose a fee, not to exceed the sum of \$100, for the assignment of this lease or for a sublease hereunder.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its President and its corporate seal to be hereunto affixed and attested by its Secretary, and Lessee has hereunto set Lessee's hand and seal, all as of the day and year first above written.

CEDAR STREET CORPORATION

By *Alfred A. Morgan*
President

ATTEST:
William A. Everett
Secretary.

[Signature] (SEAL)

_____ (SEAL)
Lessee.

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laws of the State of Illinois relating to homestead or dower, shall vest immediately in and inure to the benefit of the mortgagee, person, firm, corporation, or trustee named in or a party to any such mortgage, trust deed or agreement, for the same purposes, upon the same trusts and subject to all powers, covenants, agreements and provisions in such mortgage, trust deed or agreement set forth, to the same extent and in like manner as though Lessee, Lessee's spouse and all persons claiming by, through or under Lessee had joined with 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 Lessee, Lessee's spouse, heirs, legal representatives and assigns.

(c) Lessee, for Lessee and all persons claiming by, through or under Lessee, hereby covenants and agrees with Lessor that upon the making, executing and delivering by Lessor of any such mortgage, trust deed or agreement, Lessee, Lessee's spouse, and all persons rightfully claiming any estate or interest in or to the Apartment by, through or under Lessee, shall from time to time, and at all times, at the request of Lessor or at the request of any mortgagee, trustee or party to any such agreement, execute any and all such conveyances, assignments, releases (including the release and waiver of the right of homestead) or further assurances, for the purpose of more fully subordinating to the lien of mortgagee, trustee or party all the right, title and interest herein granted and demised to Lessee, as Lessor or any such mortgagee, trustee or party shall require and as shall be tendered for execution.

4. LESSOR'S LIEN. Lessor is hereby given, and shall have at all times until the fulfillment of all of the obligations of Lessee hereunder, a first and valid lien upon the interest of Lessee hereunder, and upon the Apartment and all refrigerators, stoves, venetian blinds and attached floor coverings placed in or about the Apartment by Lessee whether exempt by law or not, and upon the shares of Lessor owned by Lessee, to secure the payment of any and all sums which may at any time become due to Lessor hereunder, which lien may, at the option of Lessor, be foreclosed in equity, or in any other lawful manner, at any time when any such sum or any portion thereof shall become past due hereunder; and in the event of any such foreclosure, a

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takings shall be construed as covenants running with the land. Whenever in this Lease reference is made to Lessor or Lessee, such reference shall similarly be held to include and apply to the heirs, legal representatives, successors or permitted assigns of such party as the context may require, and although expressed in the singular number, the term Lessee shall nevertheless be taken to apply to the persons appearing as the actual permitted lessees hereunder, whether one or more, male or female.

(g) The invalidity of any one or more of the provisions of this Lease shall not affect the other provisions hereof, all of the provisions of this Lease having been included conditionally upon their being held valid in law, and in the event any one or more of the provisions set forth herein shall be held invalid, this Lease shall be construed as if such invalid provision or provisions had not been included herein.

(h) The shares of Lessor held by Lessee to qualify Lessee to hold this Proprietary Lease have been acquired and are owned by Lessee subject to the following additional conditions:

(1) The shares allocated as qualifying shares to each proprietary apartment are transferable only as an entirety unless the Board of Directors of Lessor by resolution shall approve the issuance of such shares in more than one certificate.

(2) Subject to the rights of Lessor stated in paragraph 4 hereof, the shares may be transferred on the books of Lessor only by Lessee in person or by attorney upon surrender of the certificate therefor properly endorsed, and only if all obligations of Lessee to Lessor under this Lease have been fully satisfied.

(3) Each shareholder of Lessor is entitled, solely by reason of ownership of the requisite number of shares of Lessor, to occupy for dwelling purposes the apartment in the Building to which such shares are allocated, such occupancy to be under and in accordance with the terms of a Proprietary Lease containing substantially the same provisions as are herein set forth and at rentals to be determined in accordance with the terms hereof. Lessee shall transfer his shares only to a permitted assignee of this Lease or to Lessor.

(4) The certificate or certificates evidencing such shares shall be endorsed with a statement or legend on the reverse side thereof substantially as follows:

"The shares of stock represented by this certificate have been issued to qualify the owner of such shares as lessee under a proprietary lease of an apartment in the building owned by the corporation, and

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receiver may, at the option of Lessor, be appointed to take possession of any or all of the property covered by such lien and to relet all or such portion of the Apartment as such receiver shall, pursuant to order of court, see fit. The shares of Lessor held by Lessee are hereby continuously and irrevocably pledged by Lessee to Lessor as security for the due and punctual performance of any and all obligations of Lessee to Lessor pursuant to the provisions of this Lease. Lessor shall have and is hereby irrevocably given the right to sell such shares of stock in the event of a termination of this Lease under the provisions of paragraph 22 hereof, unless Lessee shall sell such shares within the time and under the conditions specified in paragraph 26 hereof. If Lessor is unable to obtain possession of the certificate for such shares and of Lessee's copy of this Lease from Lessee at the time of such sale, it may by resolution of its Board of Directors declare such certificate cancelled and such Lease terminated, and may issue a new certificate and a new Lease to the purchaser of such shares. Such shares may be sold by Lessor at public or private sale for cash or upon such terms of credit as may seem reasonable and proper to Lessor, and at any such sale Lessor or its agents may bid for and purchase such shares. In the event of any such sale, Lessor shall have, and it is hereby irrevocably given, the right to enter into a proprietary lease with the purchaser of such shares covering the Apartment, and Lessee hereby recognizes the right of occupancy of any such lessee.

5. LESSOR'S RIGHT TO INSPECT. Lessor shall permit Lessor and its agents at any and all reasonable times during the term hereof to visit and examine the Apartment for the purpose of ascertaining the condition thereof and for the purpose of exhibiting it to prospective purchasers of the Building, or to prospective purchasers or lessees of the Apartment; and the servants, agents, or employees of Lessor may enter the Apartment, at any time when authorized so to do by Lessor or Lessor's agent, for purposes of maintenance or to make or facilitate repairs, alterations, changes or improvements in or to the Apartment or in or to any part of the Building.

6. PROMOTE COOPERATIVE PURPOSES. Lessee shall always endeavor in good faith to observe and promote the cooperative purposes for the accomplishment of which Lessor was incorporated.

7. PERMITTED USES. Lessee shall not use the Apartment or any part thereof, or permit the Apartment or any part thereof to be used, for any pur-

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the same provisions as are herein set forth; provided, however, that any of the provisions of such Leases (except the provisions of subparagraph 2-(b)-(2) and paragraph 31 thereof) may be changed with the consent of the holders of not less than two-thirds in number of the shares of Lessor at the time outstanding and entitled to vote by resolution adopted at any meeting of the shareholders of Lessor. In the event the provisions of the Proprietary Leases shall be so changed, Lessee shall at the request of Lessor surrender this Lease and execute such new Proprietary Lease for the balance of the term of this Lease.

(d) No failure of 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, nor any waiver of any breach of covenant hereunder, shall be construed as a waiver of any succeeding breach of such covenant or a relinquishment for the future of such option, and every such covenant and option shall continue and remain in full force and effect. No receipt by Lessor of rent from Lessee or from any sublessee to be applied toward the payments due to Lessor with or without knowledge of the breach of any covenant hereof, nor the giving or making of any notice or demand or any other act or series of acts after any such breach shall 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 employee or agent of Lessor or in any other manner except the action of Lessor in writing.

(e) Lessor may pursue any of its remedies under this Lease, or which may be allowed at law or in equity, either separately or concurrently, and any and all of its rights and remedies shall be cumulative and not alternative, and shall not be exhausted by the exercise thereof on one or more occasions. After the service of notice or the commencement of suit, or after final judgment for the possession of the Apartment, Lessor may collect and receive any rent or other payment due hereunder and no such payment shall waive or otherwise affect such notice, suit, judgment, or any other right of Lessor.

(f) All covenants, agreements, conditions and undertakings in this Lease contained shall, except as otherwise expressly limited herein, extend and inure to and be binding upon the parties hereto, and the heirs, legal representatives, successors and permitted assigns of such parties as the context may require, and all such covenants, agreements, conditions and under-

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pose other than as a private residence for Lessee and his family or a sublessee occupying it with the consent of Lessor as herein provided. Without limiting the generality of the foregoing, Lessee specifically agrees that the 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 commercial entertainment; that none of the rooms in the Apartment shall be offered for rent by placing notices on any door, window, or on any other part of the Building, and that no room in the Apartment shall be offered for rent in any manner or rented without the consent of Lessor.

9. HOUSE RULES, Etc. (a) Lessee understands that the character of the occupancy of the Apartment is an especial consideration and inducement for the granting of this Lease.

(b) Lessee shall be responsible for the conduct of all persons in or about the Apartment and shall not permit anything to be done which would annoy or interfere with the rights of other tenants or injure the reputation of the Apartment or the Building.

(c) Lessee and all other persons dwelling in or visiting the Apartment shall observe and comply with the House Rules attached hereto as a part hereof and with such other and further rules or regulations, whether similar to or different from such House Rules hereto attached, as the Board of Directors of Lessor may from time to time deem necessary or desirable for the safety, care and cleanliness of the Building or for the comfort or convenience of the occupants thereof.

(d) Lessee shall not permit anything to be done, brought, or kept in the Apartment of the Building which will vitiate any policy of insurance on the Building or the contents thereof, or increase any fire or other insurance rate thereon, and shall not use the Apartment, or permit it to be used, for any unlawful purpose.

(e) Lessee and all other persons dwelling or visiting in the Apartment shall promptly comply with all the laws, rules, orders and regulations applicable to the Apartment, made by any lawful authority, municipal, state or federal.

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(1) All rentals and other indebtedness due to Lessor from Lessee hereunder up to the effective date of such termination shall have been paid in full;

(2) The Apartment shall have been maintained in good and ten-antable condition up to such date; and

(3) Possession of the Apartment, together with this Lease and the certificate or certificates representing all of the shares of Lessor owned by Lessee as stated in this Lease (properly endorsed and bearing all transfer stamps required by law), shall have been surrendered to Lessor on or before such date.

(f) From and after the effective date of such termination, Lessee shall be forever released and discharged from any and all obligation under this Lease thereafter accruing, and, in the case of termination under subparagraph (d) of this paragraph 31, from all further obligation under subparagraph 2-(b)-(2) of this Lease theretofore accrued and unpaid or thereafter accruing.

(g) No provision of this paragraph 31 of this Lease shall be deleted or modified in any respect without the written consent of Lessee.

32. GENERAL PROVISIONS. (a) None of the owners, present or future, of the shares of Lessor, nor any director or officer, present or future, of Lessor, shall be personally liable upon any of the covenants or agreements of Lessor contained in this Lease.

(b) Lessee hereby waives the giving of any and all notices required by any statute or law of Illinois, except as herein provided, and agrees that in every case when, under any of the provisions of this Lease or in the opinion of Lessor, it shall become necessary or desirable for Lessor to serve on Lessee any demand or notice of any kind or character, service thereof shall be sufficient, if (i) personally served on Lessee or any member of Lessee's family above the age of fifteen years or (ii) mailed by Lessor to Lessee by United States registered mail, addressed to Lessee at such address as Lessee shall last theretofore have furnished to Lessor in writing, or if no such address shall have been furnished Lessor, then at the Building, and the giving or serving of such notice or demand in either 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) All Proprietary Leases of the apartments in the Building entered into between Lessor and shareholders of Lessor shall contain substantially

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9. **CONDITION OF PREMISES.** The execution of this Lease by Lessee shall constitute conclusive admissions by Lessee that the Apartment at the time of such execution was in thoroughly good order, condition and repair; that no representation as to the condition of the Apartment or of the Building has been made by Lessor or by any agent of Lessor; and that no obligation as to cleaning, repairing, redecorating, improving or adding to the Apartment or the Building, or any part thereof, has been assumed by Lessor, or shall hereafter be incurred by Lessor otherwise than as herein expressly provided.

10. **NO ALTERATIONS.** Lessee shall not make, or permit to be made, any alteration, improvement or addition in or to the Apartment or in or to the exterior or interior of the Building without in each case first procuring the written consent of Lessor.

11. **SURRENDER PREMISES AT TERMINATION.** Lessee, upon the termination of this Lease by lapse of time or otherwise, or whenever Lessor shall be entitled to possession of the Apartment under the provisions hereof, shall quit and surrender the Apartment, including all additions, alterations, and improvements, all in the same good order, condition and repair as on the date of the commencement of the demised term, less by fire or other casualty and ordinary wear and tear which cannot be offset by reasonable repairs and redecoration as herein provided to be done by Lessee excepted, and Lessee shall also promptly deliver to Lessor all keys to locks in or about the Apartment, whether originally furnished to Lessee by Lessor or otherwise procured by Lessee. If Lessee or any sublessee shall fail to vacate the Apartment whenever Lessor becomes entitled to possession thereof, Lessee shall reimburse Lessor for all damages which Lessor may suffer by reason of such failure, or at the option of Lessor, shall pay Lessor the amount hereinafter provided to be paid on holding over.

12. **LESSEE'S NEGLIGENCE.** Any damage to any other apartment in the Building caused by leaky radiators, refrigerators, or other causes from within the Apartment (except concealed pipes or plumbing not susceptible of inspection by Lessee) shall, except to the extent that Lessor is protected by insurance against such damage, if caused by the negligence, omission to act, or misconduct of Lessee, be paid for by Lessee. This covenant is in-

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or any right of title to the shares held by Lessee, whether such rights have purportedly been willed by Lessee or have passed under the laws of intestacy, until such time as such person qualifies as an acceptable assignee hereof in accordance with the provisions of paragraph 14 of this Lease; provided, however, that where two or more individuals are lessees as joint tenants the surviving joint tenant or tenants need not qualify as such assignee or assignees.

31. RIGHTS OF TERMINATION BY LESSEE. (a) In the event of the death of Lessee at any time during the term of this Lease or any extension hereof, or of the death of the husband of Lessee if Lessee be a married woman living with her husband, the legal representatives of Lessee, or Lessee if such a married woman, shall have the right to terminate this Lease, upon the conditions and in the manner hereinafter provided, on the last day of any month during the period of one year from and after the date of such death, provided that such legal representatives of Lessee, or Lessee if such a married woman, shall have given to Lessor not less than three months prior written notice of intention so to terminate.

(b) Upon the death of any joint lessee, the surviving lessee or lessees shall have the same right to terminate this Lease, upon the same conditions and in the same manner as in the case of the death of an individual lessee.

(c) Lessee shall have the right to terminate this Lease, upon the conditions and in the manner hereinafter provided, on the last day of any month after the expiration of the first year of the term hereof, provided that Lessee shall have given to Lessor not less than six months prior written notice of intention so to terminate.

(d) If the making by Lessor of any prepayment of mortgage principal shall have been approved at a meeting of the shareholders of Lessor in the manner provided in subparagraph 2-(b)-(2) of this Lease and Lessee shall not have voted in favor of such approval, Lessee shall have the right, without liability for any portion of such prepayment, to terminate this Lease on the last day of the third month succeeding the month in which such meeting is held, if Lessee shall within 30 days after the date of such meeting give Lessor written notice of intention so to terminate.

(e) No right of termination conferred by this paragraph 31 of this Lease shall be exercised until the following conditions have been fulfilled:

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cluded herein not only for the protection of Lessor but also for the protection of the lessees of the other apartments in the Building, and shall be enforceable by any of them directly against Lessee.

13. LESSOR'S LIABILITY LIMITED. (a) Lessor shall not be liable for any injury or damage caused by any latent defect in the Apartment or in or about the Building or for any injury or damage caused by the elements or by tenants or other persons or resulting from steam, gas, electricity, water, rain or snow which may leak or flow from any part of the Building, except that Lessor shall be responsible for any damage, other than damage to decorations, caused to the Apartment because of leaks in the roof or walls of the building. Lessor shall also be responsible to the same extent for any injury or damage to the Apartment caused by any defect in concealed pipes or wiring not susceptible of inspection by Lessee and which Lessor is obligated to maintain hereunder, but Lessor shall have no further or other responsibility for injury or damage to the Apartment caused by any defect in any pipes or wiring or for the failure of water supply, gas supply or electric current, or for any loss or damage to Lessee arising by reason of conversion of electric service from one type of current to another, or for any damage or injury done or occasioned by the falling of any fixture, plaster or stucco, or for the presence of rodents, vermin, water bugs or other insects (nor shall their presence in any way affect this Lease), or for interference with light or other incorporeal hereditaments by anyone other than Lessor. The foregoing enumeration is not intended to be all inclusive, and Lessor shall not be liable for any repairs or damage or injury to person or property in or about the Apartment or Building except to the extent of paying for the cost of making such repairs as are specifically required to be made by Lessor hereunder.

(b) Lessor shall not be responsible for any package or article left with or entrusted to any employee or agent of Lessor.

(c) Lessee and any other person using laundry or storage rooms in the Building does so at his or her own risk and upon the express stipulation that Lessor shall not be liable for any loss of property or any damage or injury whatever to person or property therein.

(d) Except as otherwise herein expressly provided, Lessor shall not be liable to Lessee, or to any other person claiming through or under Lessee,

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(e) In the event the Building shall be injured or damaged by fire or other casualty to an extent less than 50% of its then full insurable value, or in the event Lessor or a mortgage trustee or mortgagee elects to repair or rebuild the Building under the provisions of subparagraph (b) of paragraph 21 hereof, then Lessor, or such mortgage trustee or mortgagee, shall, to the extent permitted by law, repair or rebuild the Building at the expense of Lessor, such 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 Building was erected, as promptly as building conditions then prevailing shall permit. During the time that the Apartment shall be rendered untenable by such fire, explosion or other casualty, all rent herein reserved shall be abated.

(f) Nothing in this paragraph 27 set forth shall require, or be construed to require, Lessor to repair or replace any shades, venetian blinds, awnings, curtains, refrigerators, stoves or other like furnishings or equipment in the Apartment, or to repair or restore any plaster, mouldings or panelling in the Apartment except to the extent such repairs or restoration may be made necessary by repairs or replacements which Lessor is required to make hereunder.

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

29. **INSURANCE.** Lessor shall at all times carry insurance in a reasonable amount under standard forms of policy, when such insurance is available, against loss or damage to the Building by the perils of fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles and smoke and Lessor shall maintain for its protection Workmen's Compensation, Employer's Liability, Occupational Disease, Public Liability, Property Damage Liability and Boiler insurance for such limits of indemnity and under such terms as may from time to time be determined by the Board of Directors.

30. **DEATH OF LESSEE.** In the event of the death of Lessee during the term hereof, no person shall acquire any right to occupancy under this Lease

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for any damage or injury arising from any act, omission or negligence of any agent or employee of Lessor, all claims for any such damage or injury being hereby expressly waived as against Lessor.

14. APPROVAL OF ASSIGNMENT OR SUBLEASE. The character of and restrictions upon the occupancy of the Apartment, as herein expressed and limited, are especial considerations and inducements for the granting of this Lease and, accordingly, Lessee shall not assign, or attempt to assign, this Lease or any interest herein, or permit this Lease or any such interest to be assigned by operation of law, or sublet all or any part of the Apartment, without in each case first obtaining the written consent of Lessor to the proposed assignment or subletting, given pursuant to resolution of not less than a majority of its Board of Directors or a majority of the shareholders of Lessor, or to written approval signed by not less than a majority of its Board of Directors or by the holders of a majority in amount of the then outstanding shares of Lessor. Notwithstanding the foregoing, if in any case the consent of the Board of Directors to an assignment or subletting has been first sought and refused, Lessee shall have the right to request within ten (10) days after notice of such refusal (and Lessor shall upon such request call) a meeting of the shareholders of Lessor to be held within twenty (20) days after such request, for the purpose of reconsideration, and unless the holders of a majority in amount of the then outstanding shares of Lessor disapprove at such meeting the proposed assignment or sublease, the assignment or sublease shall be deemed approved.

15. ASSIGNEE SHALL OWN STOCK AND ACCEPT ASSIGNMENT. No assignment of this Lease, including an assignment by an executor or administrator of Lessee, shall be valid unless the assignee shall contemporaneously acquire the ownership of the shares of Lessor owned by Lessee as stated in this Lease and shall within 30 days after the execution and delivery of such assignment, execute and deliver to 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 Lessee herein set forth and all of the obligations of Lessee thereafter accruing hereunder.

16. APPROVAL OF SUBLESSEE. No permission of Lessor to sublet the Apartment in whole or in part shall relieve Lessee of any of Lessee's obli-

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vided, however, that Lessor shall not be required to repair any damage to decorations. If 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, Lessor or its agents may forcibly enter the Apartment without rendering Lessor or such agents liable for any claim or cause of action for damages by reason of such entry and/or by reason of the making of such repairs after such entry (if during such entry Lessor shall accord reasonable care to Lessee's property), and no such entry shall in any manner affect the obligations and covenants of Lessee under this Lease. It is, however, expressly understood that the right and authority hereby reserved does not impose upon Lessor, nor does 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 in any manner connected therewith, except as herein expressly provided. All repairs and replacements which Lessor is required to make hereunder shall be paid for by Lessor, unless rendered necessary by the act, neglect or carelessness of Lessee or any of Lessee's family, guests, employees, or agents, in which event the expense thereof shall be borne by Lessee.

(d) If Lessor shall make any repairs or improvements or do any other work in or about the Building or the Apartment, 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 Lessee, and when reasonably necessary Lessor may omit or interrupt the service provided for 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 Lessee hereunder. The foregoing undertakings of Lessor are upon the express condition that there shall be no diminution or abatement of rent or any other compensation for failure to perform such undertakings 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 materials or labor, or to any cause other than gross negligence on the part of 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 Building or to its appliances or for any space taken to comply with any law, ordinance or order of any governmental authority, the sole liability of Lessor hereunder being limited to the cost of the repairs, replacements and other work required or permitted hereunder.

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gations under this Lease, but shall be only an approval of the sublessee as an acceptable occupant of the Apartment at the time of the giving of such approval.

17. **SUBLEASE SUBJECT TO THIS LEASE.** All subleases shall expressly be made subject to all of the covenants, conditions and provisions of this Lease, and upon the termination of this Lease all subleases shall *ipso facto* terminate.

18. **ATTEMPTED ASSIGNMENT OR SUBLETTING.** Any attempted assignment of this Lease or subletting of the Apartment in violation of the provisions herein set forth shall be void and shall not vest in any assignee or sublessee any right, title or interest herein or hereunder or in the Apartment.

19. **FURTHER SUBLETTING OR ASSIGNMENT PROHIBITED.** If Lessor shall consent to any assignment hereof or subleasing hereunder, there shall be no further assignment or subletting without in each case obtaining another written consent of Lessor as herein provided, and if an assignment is made in accordance with the provisions of this Lease, the assignee shall be subject to the same terms and conditions as to further assignments.

20. **ASSIGNOR RELEASED.** Whenever 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 shares of Lessor owned by Lessee as stated in this Lease and shall deliver to Lessor an acceptance of assignment assuming all of the covenants and obligations thereafter accruing hereunder, then and in that event the Lessee assigning this Lease shall be forever released and discharged of and from any and all of the covenants and obligations of this Lease thereafter accruing. The assignment, acceptance of assignment and consent to assignment shall, respectively, be in the forms annexed to this Lease.

21. **LEASE TERMINATED BY CERTAIN EVENTS.** This Lease and the estate hereby created shall cease, determine and the term hereof come to an end in any of the following events:

(a) In the event Lessor, at any time during the demised term, with the consent of the holders of at least two-thirds in number of its shares of stock at the time outstanding and entitled to vote, given at a meeting of shareholders duly called for that purpose upon notice given

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such amount when due hereunder, or when such amount would have become due hereunder had this Lease not been terminated, all obligation of Lessor under this paragraph 26 shall, without further notice or demand, cease and terminate.

27. LESSOR'S OBLIGATIONS AS TO OPERATION AND MAINTENANCE. Lessor, subject to the limitations of liability herein stated, hereby covenants with Lessee as follows:

(a) Lessee, upon paying the rent and performing the covenants of 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 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 Lessor, its successors or assigns, provided, however, that Lessor shall have and retain the sole right to determine the manner of maintaining and operating the Building.

(b) Lessor shall, at its own expense, maintain and operate the 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, employ a reasonable number of attendants for the proper care and service of the Building; make proper connections for supplying to Lessee, at Lessee's own expense and charge, electricity, gas and telephone service for use in the Apartment; and use reasonable diligence to keep the sidewalks and courts clean and free from obstructions.

(c) 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 rear entrances, main halls, stairways, porches and all pipes and conduits for carrying water, gas, steam or electricity through the Building, together with all plumbing apparatus intended for the general service of the Building, and all plumbing and heating apparatus, in or for the Apartment, it being agreed that Lessee shall give Lessor prompt notice of any disorder or defect requiring repairs to be made, shall at all reasonable times allow the representatives of Lessor to enter and inspect the Apartment for the purpose of determining the necessity and character of any such repairs and the making thereof, and shall upon reasonable notice permit Lessor or its agents to remove such portions of the walls, floors or ceilings of the Apartment as may be required for the purpose of making such repairs, all portions so removed to be replaced by Lessor as soon as reasonably can be done in as good condition as before removal pro-

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in accordance with the by-laws of Lessor and the laws of Illinois, shall sell the Building.

(b) In the event the Building shall be injured or damaged by fire or other casualty to the extent of 50% or more of its then full insurable value, unless, within 30 days from the settlement of the fire or other loss insurance, Lessor or the mortgage trustee or mortgagee, if any there be, shall elect to rebuild the Building and give notice of such election within such time to Lessee, in which case Lessor or such mortgage trustee or mortgagee shall rebuild the Building with due diligence.

(c) In the event the Building or any part thereof shall be condemned for public use.

22. LESSOR MAY TERMINATE AFTER CERTAIN EVENTS. At the option of Lessor, this Lease and the estate hereby created shall cease, determine and the term hereof come to an end and Lessor may declare this Lease terminated, or Lessor may re-enter the Apartment without terminating the term hereof as in paragraph 23 of this Lease set forth, in any of the following events:

(a) In the event Lessee shall at any time during the term of this Lease cease to have standing of record in the name of Lessee on the books of Lessor a number of shares of stock of Lessor at least equal to the number owned by Lessee at the date of the execution of this Lease as stated herein, in addition to the shares required to be owned by Lessee under any other Lease which Lessee may have with Lessor; provided, however, that in the event 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 such shares shall be transferred, such right of Lessor to terminate this lease by virtue of the above clause shall not be exercised for a period of 18 months after the death of Lessee and provided further that Lessor shall not be obligated to transfer title to such shares to any heir or legatee unless such person shall have first qualified as an acceptable assignee hereof.

(b) In the event at any time Lessor, acting pursuant to a majority vote of its Board of Directors, shall deem the tenancy of Lessee an undesirable one by reason of objectionable or improper conduct on the part of Lessee or any other person dwelling in or visiting the Apartment (and it is agreed that among other things repeatedly to violate or disregard the House Rules attached hereto as a part hereof, or any amendments thereof or additions thereto, or to permit or tolerate, with or

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

25. **FORCIBLE DETAINER BY LESSEE.** In the event of the termination of this Lease by lapse of time or otherwise, Lessee shall surrender possession of the Apartment in good condition, loss by fire or other casualty and ordinary wear and tear which cannot be offset by reasonable repairs and redecoration as herein provided to be done by Lessee excepted, and deliver the keys to Lessor without any demand or notice whatsoever, and the mere retention of possession thereafter shall constitute a forcible detainer. Lessee hereby agrees to pay, as liquidated damages for the whole time such possession is withheld, a sum equal to four times the amount of the Further Rents due and payable during the time of such withholding under the terms of this Lease, prorated for each and every day of such withholding.

26. **LESSEE'S RIGHTS AFTER TERMINATION OR RE-ENTRY.** In the event of termination or re-entry by Lessor under any of the provisions of the subparagraphs designated (a), (b), (c) and (d) of paragraph 22 hereof, Lessee shall have 30 days after the date of such termination or re-entry (and such additional time, if any, not exceeding 60 days, during which Lessee shall continue to pay to Lessor the amounts or, or amounts equivalent to, all payments herein reserved or required to be paid by Lessee, as and when such amounts are, or would have been, due and payable hereunder) within which to sell his qualifying shares of Lessor to an applicant for a Proprietary Lease of the Apartment acceptable to Lessor as an occupant thereof, and during such time Lessor shall not lease the Apartment to any one else. If Lessee shall pay all of such amounts promptly as aforesaid and shall procure a bona fide purchaser of his qualifying shares of Lessor who shall be approved by not less than a majority of the Board of Directors of Lessor or a majority of its shareholders (as defined in paragraph 14 hereof) as an acceptable assignee hereof, Lessor will on request execute and deliver to such purchaser a new Proprietary Lease of the Apartment similar in terms and form to this Lease for the then unexpired portion of the original term hereof; provided, however, that if Lessee shall at any time before the execution and delivery of such new Proprietary Lease fail to make payment of any

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without the knowledge or consent of Lessee, a person of dissolute, loose or immoral character to remain in the Apartment, shall be deemed to be objectionable conduct); provided, however, that if Lessee shall believe that the Board of Directors was not justified in terminating this Lease on such account, Lessee shall at Lessee's election be privileged to have the matter considered by the shareholders of Lessor. Unless Lessee shall file a written notice of appeal with the Secretary of Lessor before the expiration of 30 days after receipt of notice of the termination of this Lease by the Board of Directors of Lessor, Lessee shall be deemed to have elected to waive such right of appeal. If Lessee elects to appeal as herein provided, a special meeting of the shareholders shall be called as soon as practicable after the filing of the notice of appeal, for the purpose of considering such appeal, and in such case the vote or action taken at such meeting by a majority in number of the shares of Lessor entitled to vote at such meeting shall be final and conclusive. In the event of an appeal by Lessee to the shareholders of Lessor, the right to terminate this Lease shall be suspended until the shareholders have acted on the matter as herein provided. If the shareholders at such shareholders' meeting determine that the tenancy of Lessee is undesirable, this Lease and the term hereby created shall come to an end immediately, or Lessor may, at its option re-enter the Apartment 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, at any time during the term of this Lease: (1) Lessee shall be adjudicated a bankrupt under the laws of the United States; or (2) Lessee shall make a general assignment for the benefit of Lessee's creditors; or (3) a receiver for the interest of Lessee hereunder or of all of Lessee's property shall be appointed by any court of competent jurisdiction and such appointment shall not be vacated within 30 days after the appointment of such receiver; or (4) Lessee's interest hereunder shall be levied upon by virtue of an execution and offered for sale pursuant thereto; or (5) Lessee shall fail, for a period of 30 days after written demand therefor, to pay any amount due hereunder; or (6) Lessee shall violate any of the terms, covenants and conditions herein contained to be kept and performed by Lessee, 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 Lessee.

(d) In the event of any attempted assignment or subletting in violation of the terms hereof, or in the event Lessee shall abandon the Apartment.

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23. **LESSOR MAY RE-ENTER.** Lessee hereby waives any and all notices not specified herein, 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), (b) and (c) of paragraph 21 of this Lease, or in the event of the termination of this Lease or the re-entry of Lessor pursuant to or by virtue of any of the events or contingencies mentioned in the subparagraphs designated (a), (b), (c) and (d) of paragraph 22 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 Apartment to Lessor. Lessee further agrees that the mere retention of possession by Lessee of the Apartment shall constitute a forcible detainer, and that it shall be lawful for Lessor, at its election at any time thereafter and without further demand or notice, and with or without declaring such term ended, to re-enter the Apartment or any part thereof, with or without process of law, and to remove any and all persons and property therefrom, Lessor to have the right to use such force as may reasonably be necessary in expelling and removing Lessee or other occupants of the Apartment without being liable to indictment, prosecution or damage therefor. Such entry shall not constitute a trespass or forcible entry or detainer, and shall not cause a forfeiture of rents due, or a waiver of any covenant or agreement in this Lease contained to be kept and performed by Lessee.

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

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Building any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property, without in each case obtaining the written consent of Lessor or its agent.

18. Lessor reserves the right at any time and from time to time to amend the foregoing rules and to make such other rules as may be deemed necessary or desirable for the safety, care and cleanliness of the Building or for the comfort or convenience of the occupants thereof.

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10. Water shall not be left running any unreasonable or unnecessary length of time.

11. No tenant or any other unauthorized person shall interfere in any manner with heating or lighting apparatus.

12. Laundry work shall be done only in the rooms provided for such purpose, except upon written approval of Lessor.

13. No awnings or window guards shall be used except such as shall be approved by Lessor or its agent.

14. No sign, signal, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building, except such as shall be approved in writing by Lessor or its agent.

15. Any tenant wishing to have a dog in an apartment shall comply with the following rules:

(a) When taken in or out, dogs must be on a leash and attended by an adult.

(b) Each tenant owning a dog shall be liable for any personal injury or property damage such dog may cause.

(c) If any dog annoys any occupant of the Building by crying, barking or biting, notice will be given to have the annoyance discontinued, and, if such notice is not promptly complied with, such dog shall be removed from the Building.

16. No radio or television aerial or connection shall be installed outside of any apartment without the written consent of Lessor or its agent.

17. No tenant shall install or operate in the Building any refrigerating, heating, air-conditioning or other apparatus or equipment, or use any illumination other than electric light, or use or permit to be brought into the

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LEGAL DESCRIPTION

LOT 2 (EXCEPT THE WEST 19 FEET 11 3/8 INCHES THEREOF) AND ALL OF LOT 3 IN SUBDIVISION BY WISCHEMEYER AND HEALY OF THE SOUTH 1/2 OF LOT 11 AND THE EAST PART OF LOT 12 IN THE ASSESSOR'S DIVISION OF BLOCK 2 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID 1ST NAMED SUBDIVISION IN COOK COUNTY, ILLINOIS

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