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STOCKHOLDERS PROPRIETARY LEASE

This lease, executed in original and duplicate, made and entered into this 8 day of May, A.D. 1957, between CENTRAL-BENNETT EAST., Inc., a corporation organized and existing under the laws of the state of Illinois (hereinafter called the "Lessor"), and

Joseph C Peterson Julie Peterson
of Evanston, Illinois (hereinafter called the "Lessee"),

WITNESSETH:

WHEREAS, the Lessor is the owner of the following described land together with all buildings, improvements and appurtenances thereunto attached or belonging, to-wit:

Lots 10 and 11 and the East half of Lot 12 in Block 8 in John Culver's Addition to North Evanston in Evanston in Township 42 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, and P.I.N #05-34-323-032

WHEREAS, said land is improved with an apartment building commonly known as 2607-17 Central Street, Evanston, Illinois (hereinafter called the "Apartment Building") and

WHEREAS, the said premises are now subject to the lien of a mortgage given by Central-Bennett East, Inc., a Corporation of Illinois to Chicago Mortgage Investment Company, a Corporation of Illinois, to secure its note for \$161,500.00 said mortgage being dated July 11, 1947, and recorded July 14, 1947 as Document 14099898 in the Office of the Recorder of Deeds in and for the County and State aforesaid; and

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WHEREAS, the Capital Stock of the Lessor consists of 117 shares of Common Stock of no par (\$ 0.00) par value; ~~XXXX~~

WHEREAS, the Lessee is the owner and holder of ⁶⁷ shares of said Common stock, and by reason of such ownership, and pursuant to a resolution of the Board of Directors of the Lessor, is entitled to a lease of the apartment hereinafter described;

NOW, THEREFORE, in consideration of the premises, and the covenants, agreements, conditions and provisions hereinafter set forth upon the part of the Lessee to be kept, performed and fulfilled, the Lessor has leased, and by these presents does hereby lease unto the Lessee, and the Lessee hereby hires and takes as Lessee, all that certain space, hereinafter collectively referred to as the Apartment No. . . . comprising five rooms, on the . . . floor, in said Apartment Building, in the tier commonly known as Central Street

To have and to hold the above demised premises as a private apartment dwelling, and not otherwise, by the Lessee and his immediate family, during the period beginning on the 1st of May in the year A.D. 1951, and ending on the 30th day of April in the year A.D. 2050.

PROVIDED, HOWEVER, and these presents are made, executed and delivered by the Lessor and accepted and executed by the Lessee upon the express condition, that this lease shall cease and determine at the option of the Lessor on the happening of any of the following events or contingencies, to-wit:

1. In case the Lessee shall at any time during the term of this lease cease to be the owner of ⁶⁷ shares of stock of the Lessor; PROVIDED, however, that in case of the death of the Lessee, the surviving spouse, if any, and if no surviving spouse, the other member or members of the Lessee's family residing with Lessee at the time of his death, may continue to occupy said apartment for a period of eighteen months after the death of Lessee, upon the terms, covenants, provisions and conditions specified in this lease, including those relating to occupancy and payment of assessments; and if such surviving spouse or other member or members of decedent Lessee's family shall have succeeded to Lessee's right and interest in said shares of stock, and shall within said eighteen months have produced proper evidence thereof, said shares of stock shall be transferred to such successor and a new lease in substantially the same form of this lease executed accordingly. In the event the said decedent Lessee shall have conveyed or bequeathed his shares of stock and lease to some designated person other than his surviving spouse or member of his family as aforesaid, or if some such other person is designated by decedent's legal representatives to receive said stock and lease, the Lessor shall

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within thirty (30) days after written request so to do, accompanied by proper evidence of rightful designation, express its refusal or acceptance as tenant and stockholder of the person so designated. If the Lessor shall consent, said shares of stock and lease may be transferred to the person designated, who shall thereupon take over all rights and obligations of the decedent, subject to the right of occupancy in the surviving spouse or member of decedent's family, if any; but if the Lessor shall refuse to consent, the then stockholders of the Lessor shall be given an opportunity, during thirty days next after said last above mentioned thirty days, to purchase for cash said stock and lease at the then fair market value thereof, and should the parties hereto fail to agree on the value of such shares and lease, the same shall be determined by appraisers, one appointed by the Lessor and one by the said designated person or the legal representative of the Lessee, who, failing to agree, shall choose a third; whereupon the value shall be fixed by any two of such appraisers, and the expense of appraisal shall be paid by the said designated person or the legal representative of the Lessee out of the amount realized from the said shares and lease. If the then stockholders shall not exercise the privilege of purchasing said stock and lease within such period and upon such terms, the person so designated or the legal representative of the Lessee may sell, transfer and assign said stock and lease but the sale, transfer or assignment of said stock and lease shall be subject in all respects to the provisions of Paragraph 5, ARTICLE II herein contained.

2. In case at any time during the term of this lease the Lessee shall be declared a bankrupt or make a general assignment for creditors, or a receiver of his property shall be appointed, or his said stock shall be levied upon and sold under the process of any court or sold pursuant to any agreement whereby it was pledged as collateral security.

3. In case of the sale of the above described real estate by the Lessor, provided, however, that the Lessee shall have received not less than thirty days previous written notice of the proposed sale, and that, in the event of the consummation of such sale, this lease shall thereafter be terminated only after not less than six months previous notice in writing of such sale has been given to the Lessee by the Lessor.

4. In case at any time the Lessor shall determine, upon the affirmative vote of the holders of two-thirds in amount of its capital stock present in person at a stockholders' meeting duly called to take action on the subject, that because of objectionable conduct on the part of the Lessee or of a person dwelling in or visiting the demised premises, the tenancy of the Lessee is undesirable; it being understood that the repeated violation or disregard of the rules and regulations as herein provided, or the

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permitting or tolerating of a person of dissolute, loose or immoral character to enter or remain in the building or demised premises, shall be deemed to be objectionable conduct.

5. In case the Lessee shall default in the performance of any covenant or provision hereof, for thirty (30) days after written notice of such default shall have been given by the Lessor as hereinafter provided.

ARTICLE I.

IN CONSIDERATION OF THE PREMISES, the Lessor, subject to the limitations of liability hereinafter stated, hereby covenants and agrees to and with the Lessee, as follows:

1. That the Lessee, upon paying the assessments hereinafter provided to be paid, and performing the agreements and covenants on the Lessee's part to be performed, shall at all times during the term hereby created quietly hold and enjoy the premises hereby demised.

2. That the Lessor shall maintain and manage said building and grounds as a first class apartment building.

3. That the Lessor shall keep in good repair the foundation, walls, supports, basements, roofs, gutters, beams, front and rear entrances, main halls, stairways, outside and basement doors, windows in halls and basement, painting the outside frames of all window frames of the building as well as the inside of the windows in the halls and basement, main or principal pipes for carrying water, gas, heat or electricity through the building, together with all existing plumbing and other apparatus intended for the general service of the building; and the Lessee shall at all reasonable times allow the representatives of the Lessor to enter and inspect said premises hereby demised for the purpose of determining the necessity and character of any such repairs and of making the same, and upon reasonable notice, shall permit the Lessor to remove such portions of the walls, floors and ceiling of said premises hereby demised as may be required for the purpose of making such repairs, all portions so removed to be replaced as soon as possible in as good condition as before.

4. That the Lessor shall use due diligence in furnishing cold water, but shall not become liable for the interruption of the supply of water, gas or electricity, nor for any accident occurring in or about the building because of the operation of the heating, hot water or lighting apparatus or otherwise, nor for any damage, injury, or loss which the Lessee may sustain. The Lessor shall be under no obligation to furnish heat or hot water, inasmuch as each apartment has an individual heating plant, fuel storage tank, and hot water heater, the care and maintenance of which is the Lessee's responsibility. Also the Lessee has the responsibility of the care and maintenance of the refrigerator and gas stove in the demised premises.

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5. That the Lessor shall carry fire and extended coverage insurance to not more than 80%, workman's compensation and public liability insurance, and in case said building shall be partially damaged by fire, it shall be repaired as speedily as possible at the expense of the Lessor conformably with the plans and specifications on which the building was erected. In case of the total destruction of said building by fire or otherwise, this lease shall thereupon terminate, unless the insurers shall elect to rebuild the building pursuant to the provisions of the policies of insurance, in which event this lease shall continue in force with respect to the corresponding premises in the building so rebuilt.

6. That in the event that a portion or the whole of the building is damaged by fire or explosion or other casualty an appraisalment of the damage done to each apartment shall be made by the Board of Directors, and any insurance collected by the Lessor on account of said damage shall be expended proportionately in repair of the damage done.

7. That the Lessor shall not sell said building or the land occupied thereby, or any part thereof, without the consent in writing, at the time of such sale, of the owners of not less than two-thirds in amount of the stock of the Lessor.

8. That the Lessor shall not mortgage or encumber said building or the land herein described, or any part thereof, without the consent of at least two-thirds of the outstanding common stock of the Lessor corporation; provided, however, that the Lessor shall have the right to mortgage or encumber said premises without such consent for the purpose of extending, renewing, refunding, refinancing or paying any then existing encumbrance or any part thereof, together with all expenses connected therewith.

9. That the Lessor shall maintain books of account in accordance with recognized accounting practice and shall permit access to such books of account by the Lessee or his authorized representatives at such times and under such conditions as may be authorized by the Board of Directors of the Lessor.

ARTICLE II.

AND THE LESSEE, in consideration of the premises and subject to other conditions and limitations hereinafter stated, hereby covenants and agrees to and with the Lessor, as follows:

1. (a) To pay to the Lessor at the office of the Treasurer of the Lessor, or at such place as the Treasurer may in writing appoint, an annual assessment, as rental for said apartment for and during the term of this lease equal to that proportion of the gross amount, required by the Lessor during each year for the purposes next mentioned which the number of shares of the capital stock of the Lessor owned by the Lessee herein bears to the total number of shares of stock of the Lessor then outstanding, to wit: $1/18^{\text{th}}$ of the gross amount so required. ~~for each share of said stock owned by the Lessee herein.~~

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It is understood and agreed that the Board of Directors of the Lessor shall, by resolution adopted at its first meeting after the annual meeting of stockholders, or at any other subsequent meeting, estimate the sum of money which, in its judgment, shall be required by the Lessor during the year next ensuing, commencing on the first day of the Lessor's fiscal year or on the first day of any succeeding month designated by the Board of Directors, for the maintenance of the corporate existence of the Lessor and the carrying charges on the property of the Lessor, including, but not limited to, the payment of taxes and assessments, the interest on the mortgage indebtedness, premiums of insurance, the costs of repairs and replacements, and the necessary expenses of upkeep, maintenance and operation of the said property, plus any deficit in the amount fixed for the preceding year, and levy an assessment therefor. Said assessment shall be payable, without notice, in equal monthly installments in advance on the first day of each and every month during said year.

(b) And to pay to the Lessor as above set forth a further annual assessment, for the purpose of meeting payments on the principal of the outstanding mortgage indebtedness on the premises, and required to be made by the Lessor during the fiscal year, that proportion of the gross amount required as aforesaid by the Lessor which the number of shares of the capital stock of the Lessor owned by the Lessee herein bears to the total number of shares of stock of the Lessor then outstanding, to-wit, one $\frac{1}{18}$ th of the gross amount so required; ~~for each share of said stock owned by the Lessee herein;~~ which assessment shall be determined and be payable in the same manner as next hereinbefore outlined; and any amount so paid shall be considered as "Contributed Capital" or "Paid in Surplus" upon the books of the corporation.

(c) It is further understood and agreed that if at any time the Board of Directors shall, by resolution, declare that an emergency exists requiring additional funds not included in the annual estimates above referred to, the said Board may make a supplemental estimate of the sum to be required by the Lessor for the purposes above mentioned for the ensuing year, and levy an assessment therefor, which assessment shall be payable in the proportion hereinbefore specified in Paragraph 1 (b) of this Article and in such manner as shall be determined by the Board of Directors.

(d) It is further understood and agreed that the right to establish the amount, and to require the payment of any of the assessments above provided for, shall be possessed only by the Board of Directors of the Lessor, and shall not pass to any receiver or creditor of the Lessor.

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(c) It is further agreed that the Lessee shall pay and discharge all reasonable costs, expenses, and attorney's fees incurred and expended by the Lessor in collecting any delinquent assessments under this lease, whether by the institution of litigation, or in the taking advice of counsel, or otherwise.

2. That the Lessor may at any time by resolution of the Board of Directors establish House Rules for the management and control of the Apartment Building, and change the same from time to time. This lease shall in all respects and at all times be subject to said Rules as appended hereto and those hereafter established, and to the By-Laws of the Lessor, to the same extent as if the same were written herein. The Lessee covenants to obey all such Rules and to require them to be obeyed by the members of Lessee's family.

3. That the Lessee shall not, at any time during the term of this lease, use or permit the use of any part of the demised premises for any purpose other than as a private residence for the Lessee and his family, nor for any purpose that would or might injure the reputation of the Apartment Building or disturb the other tenants thereof; nor shall the Lessee suffer anything to be done or kept therein which would or might increase the rate of fire insurance upon said building or the contents thereof. If, by reason of any use of said premises by the Lessee, the rate of fire insurance on the building shall be increased, the Lessee shall be personally liable to the Lessor for the increased cost of the insurance, which increased cost shall be added to his assessment and collected with the next installment as a part thereof.

4. That the Lessee shall not make any structural alterations in or additions to said demised premises, nor any changes, alterations or additions in or to the exterior of said building or any part of the interior thereof, except with the previous written consent in each case of the Board of Directors of the Lessor; that the Lessee shall at Lessee's own expense keep the interior of said demised premises in good condition and repair and in keeping with the character of the rest of the Apartment Building. The Lessor shall not be answerable or chargeable for any decorations or repairs therein or thereto except as herein specifically provided, nor for any damage caused to said demised premises or its contents by leakage or overflow of water, gas, steam or vapor from any water, steam, drain or gas pipes or electric conduits or from any other source belonging or appertaining to any other

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part of said building which is under lease, unless the repairs were necessitated or the damage caused by the neglect or fault of the Lessor or its employees. The Lessee shall be liable for any willful damage done to or committed upon any other part of the property owned by the Lessor, either by the Lessee or by any occupant of the apartment under lease to the Lessee. Should the Lessee at any time refuse or neglect for ten (10) days after written notice to make the repairs which Lessee is required to make, or to maintain said demised premises in good condition and repair, the Lessor may make such repairs or place said demised premises in proper condition, and may enter or cause its agents or servants to enter the demised premises for that purpose; and all expenses incurred by the Lessor in that behalf shall be added to the assessment on said premises and paid by Lessee as a part of the next due installment thereof.

Any damage caused to the decorations in any apartment because of leaks in the roof of the building shall be borne by the Lessor, and any such damage caused by leaky radiators, refrigerators, or any other cause from within another apartment, except from concealed pipes or plumbing not susceptible to inspection by the Lessee, shall be borne by the Lessee from whose apartment said damage was caused.

5. This demise is made to the Lessee as the owner of a unit of the capital stock of the Lessor (which unit consists of the number of shares evidenced by the Stock Certificate of said Lessee), and neither this lease, nor the rights of the Lessee hereunder, shall be assigned or transferred, except upon the transfer of said unit of stock and except to the transferee thereof; and said shares of stock shall only be transferred as a unit, unless the Board of Directors of the Lessor, or a majority of the persons constituting such Board, or the holders of record of a majority of the capital stock of said Lessor by apt resolution, shall approve the division of such shares into separate certificates. Upon transfer of the unit of stock represented hereby, or any part thereof, all rights of the Lessee hereunder shall cease and determine forthwith. Upon the transfer of said unit of stock upon the books of the Lessor, all rights of the Lessee hereunder, shall pass to the transferee of said unit of stock, except that the said transferee, his heirs, legal representatives, lessees or assigns, shall not have any right to occupy said apartment or premises unless and until the consent of the Directors of the Lessor, or a majority of the stockholders thereof, shall be first had and obtained in the manner following, to-wit:

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In case a transferee of said unit of stock shall desire to occupy said apartment or premises, or sub-let the same to some other person, the said transferee shall give to the Board of Directors of the Lessor a notice in writing of such desire, giving also the name, address and occupation or business of the person proposed as an occupant of said apartment, together with such other information as the Board of Directors may request. The Board of Directors shall pass upon the application within ten (10) days from the date of its receipt. The decision of the Board of Directors shall be final, except that either the person giving such notice to said Board of Directors, or any stockholder, within five (5) days after notice of such decision, may appeal from the decision to the stockholders of the Lessor, by filing with the President a written notice of appeal; whereupon the President shall call a special meeting of the stockholders for the purpose of considering such appeal, and the action of the majority in amount of the outstanding stock represented at said meeting shall be final and conclusive.

6. The Lessee shall not assign this lease or sub-let the demised premises, or any part thereof, except on the following terms and conditions:

(a) The Lessee may assign the leasehold estate hereby created only with the previous consent of the Board of Directors of the Lessor, given pursuant to resolution adopted at any meeting of said Board of Directors, duly and regularly called for that purpose, or upon the approval of a majority in amount of the stock represented at a special meeting of the stockholders of the Lessor called for that purpose in accordance with the By-Laws of said Lessor; provided, however, that the assignee shall also simultaneously acquire the Lessee's shares of stock of the Lessor as hereinbefore provided, shall have, in writing, assumed all of the obligations of the Lessee hereunder, and shall have delivered to the Lessor a duplicate copy of such assignment and assumption, duly executed by the Lessee and the assignee. Upon an assignment made in accordance with the provisions hereof, the Lessee so assigning his interests herein shall be relieved from all liability thereafter accruing hereunder.

The Lessee desiring to effect such an assignment shall make written application to the Board of Directors giving the name, address and occupation or business of the party to whom he proposes to assign his lease, together with any other information required by the Board of Directors. The Board of Directors shall pass upon the application within ten (10) days from the date of its receipt; and the decision of the Board of Directors shall be final and conclusive except that in case the application is refused by the Directors, the stockholder in interest

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shall have the right to appeal to the other stockholders, as hereinbefore provided in Paragraph 5 of ARTICLE II hereof, and then the action of the stockholders upon such appeal shall be final and conclusive. If such assignment is approved by the Directors, or is approved upon appeal to the stockholders as hereinbefore provided, the applicant shall surrender his certificate of stock to the Lessor, and a new certificate shall be issued and delivered to his assignee.

(b) The Lessee may sub-let, for periods not exceeding two years at a time, all but not a part of the premises hereby demised, to a sub-tenant only with the previous written consent of the Board of Directors of the Lessor, pursuant to resolution of said Board adopted at any meeting duly and regularly called for that purpose, and by such form of sub-lease as shall be approved by the Board of Directors. Such approval, however, shall not operate to relieve the Lessee hereunder of any obligation for the payment of assessments or otherwise, but shall only be an approval of the sub-tenant as an acceptable occupant of the apartment. In case the application is refused, the stockholder in interest shall have the right to appeal to the other stockholders, as hereinbefore specified in Paragraph 5 of ARTICLE II hereof.

(c) No assignment of this lease may be made to any assignee who has been a sub-tenant in any apartment in the building of which the demised premises form a part, during any part of a period six months prior to the date of such assignment, without the consent of the Board of Directors as hereinbefore provided and without the written consent of the tenant stockholder who shall previously have leased to said assignee.

ANY ATTEMPTED ASSIGNMENT OF THIS LEASE OR SUB-LETTING OF SAID PREMISES OTHERWISE THAN IN ACCORDANCE WITH THE PROVISIONS HEREOF SHALL BE NULL AND VOID.

7. The Lessee or his heirs, executors, administrators or assigns shall have the right and option to cancel and terminate this lease on the 1st day of May, in any year of the term hereof, upon serving written notice to that effect upon the Lessor, on or before the 1st day of February preceding the date of such cancellation, and depositing with the Lessor, together with such notice (1) the Lessee's counterpart of said lease duly assigned in blank; (2) the Lessee's certificate of stock representing all of the shares of the capital stock of the Lessor corporation held by the Lessee appurtenant to his said lease, duly stamped and endorsed in blank to the satisfaction of the Lessor; and (3) payment in full of all sums due or to become due up to the time of the termination

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date as set forth in such notice. Said amounts shall include all rental and other charges and assessments theretofore incurred or fixed by the Board of Directors. Said right and option to cancel and terminate this lease shall be further conditioned upon and be effective only upon full performance of the following conditions:

(1) Access to the demised premises shall be given to the Lessor, at all reasonable hours after the serving of such written notice, for the purpose of showing the said premises to prospective tenants or purchasers.

(2) Actual possession of the demised premises shall be surrendered to the Lessor not later than ^{ten days} prior to the date of termination of said lease, together with all fixtures, paneling, fireplaces, mantels, trim, finish, decoration, refrigerators, stoves and other improvements which prior thereto have been installed in the demised premises; or if the Lessor consents, the Lessee may remove the same, if the Lessee shall at his own expense have replaced the same with other fixtures, paneling, fireplaces, mantels, trim, finish, decoration, refrigerators, stoves or other improvements and thereby placed the demised premises, at the termination of the lease, in good order and rentable condition to the reasonable satisfaction of the Lessor's Board of Directors, reasonable wear and tear excepted.

(3) The Lessee shall, upon demand of the Lessor or its agents, or assigns, execute, acknowledge and deliver to the Lessor or its assigns any instrument which may reasonably be required, surrendering as of the date of such termination, all estate and interest in and to said demised premises or in the property of which they are a part;

And thereupon, upon the termination date specified, and from and after such date, the Lessee shall have no further interest in said demised premises and the said lease shall stand irrevocably cancelled and all rights, duties and obligations of the parties thereunder shall cease and determine as of said date, and all Lessee's interest in said stock shall immediately pass to and become the sole property of the Lessor or its duly constituted nominee or assignee.

8. That upon the termination of this lease, by lapse of time or otherwise, the Lessee shall surrender and deliver possession of said demised premises in good condition and repair to the Lessor, ordinary wear and tear excepted, including all additions, alterations and

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improvements which cannot be removed without damage to the demised premises.

9. That in case of default of the Lessee in the payment of any assessment herein provided for, for a period of thirty (30) days after notice in writing of such default, or in case of default in the performance of any other of the covenants, or observance of any other of the conditions or provisions of this lease on the Lessee's part to be performed, and the continuance of said default for thirty (30) days after written notice of said default from the Lessor, this lease and the estate or interest hereby created, shall, at the option of the Lessor, cease and determine, and it shall thereupon be lawful for the Lessor, immediately or at any time thereafter, to re-enter said premises and repossess the same as if this lease had never been made, and remove all persons and property therefrom either by forcible entry and detainer proceedings, or by any suitable action or proceeding at law or in equity.

10. That in case the Lessee shall vacate or abandon said premises during the life of this lease, for a period of thirty days, during which time he shall be in default in the payment of assessments or installments thereof or be otherwise in default, the Lessor may, at its option, without terminating this lease, enter into said premises, and re-let the same, for the account of the Lessee, for such rent and upon such terms as shall be satisfactory to the Lessor; and for the purpose of such re-letting the Lessor is authorized to make any decorations, repairs, changes, alterations or additions in or to said demised premises that may be necessary or convenient, and if a sufficient sum shall not be realized monthly from such re-letting, after paying all of the costs and expenses of such repairs, changes, alterations, additions or decorations and the expenses of such re-letting and the collection of the rent accruing therefrom each month, to satisfy the monthly installments of assessments above provided to be paid by the Lessee, then the Lessee will satisfy and pay such deficiency each month upon demand therefor

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ARTICLE III.

MUTUAL COVENANTS

It is expressly understood and agreed and is a condition of this lease:

1. That none of the owners, present or future, of the stock of the Lessor corporation, nor any directors or officers, present or future, of said Lessor corporation, shall be personally liable upon any of the covenants or agreements of the Lessor contained in any trust deed, mortgage, incumbrance or indebtedness of said corporation.

2. That the rights and remedies herein created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of any other remedy allowed by law.

3. That any notice to be served on the Lessor or the Lessee hereunder shall be deemed to have been duly given if either delivered personally, or by registered mail, to any Officer of the Lessor, or to the Lessee at their home addresses, subject to the right of either the Lessor or the Lessee to designate by notice in writing a new address to which said notices or demands must be sent.

4. That all "Proprietary Leases" pertaining to the Apartment Building shall contain substantially the same covenants and agreements as herein set forth, and the form of these leases as distinct from the House Rules, shall not be changed except with the written consent of the holders of two-thirds of the amount of the outstanding capital stock, through an affirmative vote taken at a stockholders' meeting duly called for this purpose.

5. That the Lessor has made no representations or promises relative to the Apartment Building or the Apartment except those contained herein.

6. That the references herein to the "Lessor" shall be deemed to include its successors and assigns, and the references herein to the "Lessee" or a stockholder of the Lessor shall be deemed to include the heirs, executors, administrators, donees, legatees and assigns of the Lessee or of such stockholder; and although the above terms are expressed in the singular number, it shall nevertheless be taken to apply to the persons appearing as the actual Lessees hereunder whether one or more,

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7. That the omission of the Board of Directors of the Lessor, after the expiration of any year of said term, to fix the assessments hereunder for that or the following year, shall not be deemed a waiver or modification in any respect of the covenants or provisions of this lease.

8. That the shares of capital stock of the Lessor held by the Lessee have been acquired or owned subject to the following conditions agreed upon with the Lessor and with each other by the original owners of all of its capital stock for their mutual benefit:

(a) The shares represented by each certificate are transferable only as an entirety, except where the Board of Directors by resolution shall approve the division of such shares into separate certificates.

(b) The Lessor shall have a first and paramount lien upon all the shares of capital stock of this corporation registered in the name of each stockholder for debts due the corporation by such stockholder, and for the purpose of enforcing such lien, the Board of Directors may sell the shares in such manner as they see fit; but no sale shall be made until after sixty (60) days' notice in writing of the intention to sell said shares shall have been served on such stockholder.

~~(c) No sale or transfer of the shares of capital stock represented by the certificates and no assignment of any proprietary lease issued by the Lessor shall be made without the written consent of the Lessor.~~

(d) No one acquiring such shares or any part thereof by purchase, gift, bequest or operation of law, shall acquire title to this lease, or the right to the assignment thereof, or to a new proprietary lease without the written consent of the Lessor secured in accordance with the terms of ARTICLE II, Paragraph 5, hereof.

9. That this lease and the interest of said Lessee, his spouse, heirs, executors, administrators and assigns, in said premises are subject and subordinate to the lien of an existing encumbrance of record for the principal sum of \$ 161,500.00 as is more fully hereinbefore described, together with all charges accrued or to accrue thereunder according to the tenor thereof.

(a) That in case the said Lessor shall at any time or times hereafter during the life of the Lessee or within twenty-one (21) years thereafter, desire to mortgage said real estate and building for its corporate purposes, and shall, with the consent in writing of the

*Mortgage
Paid as full*

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owners of not less than two-thirds in amount of the stock of the Lessor then outstanding, make, execute and deliver any mortgage, mortgages, trust deed or trust deeds, pledging or conveying said real estate and building, or any part thereof, as security for any corporate debt hereafter contracted or incurred; or in case said Lessor shall, within the period aforesaid, with or without such written consent of stockholders, make, execute and deliver any agreement for the renewal or extension of the existing encumbrance on said real estate and building, or any new mortgage, mortgages, trust deed or trust deeds in lieu of or for the purpose of paying or refunding any such existing encumbrance or encumbrances or any part thereof, then, and in every such case, the estate and interest herein granted and demised to said Lessee in and to said premises, together with any estate right or interest created by virtue of the homestead exemption laws of the State of Illinois in favor of said Lessee and/or the spouse of said Lessee, shall vest immediately in and inure to the benefit of such mortgagee, grantee named in any such trust deed, or person granting the renewal or extension of such existing encumbrance, for the same purposes and to and upon the same trusts and subject to all the powers, covenants, agreements and provisions in such mortgage, trust deed or agreement mentioned, to the same extent and in like manner as though said Lessee herein and spouse, if any, and all persons claiming by, through or under said Lessee had joined with the said Lessor in making, signing, sealing, delivering and acknowledging such mortgage, trust deed or agreement, and had expressly released and waived all homestead rights under the exemption laws of the State of Illinois.

(b) And moreover the said Lessee, for the said Lessee and the spouse, if any, of said Lessee, and for all persons claiming by, through or under said Lessee, hereby covenants and agrees with said Lessor that upon the making, executing and delivering by said Lessor of any such mortgage, trust deed or agreement, said Lessee and the spouse, if any, of said Lessee and all persons rightfully claiming any estate or interest in or to said demised premises under said Lessee will, from time to time, and at all times at the request of said Lessor or at the request of such mortgagee, grantee or person granting such extension or renewal, execute all such conveyances, assignments or further assurances for the further or more perfectly and satisfactorily assuring and confirming in such mortgagee, grantee, or person granting such extension or renewal, of all the right, title and interest herein granted and demised to said Lessee as the said Lessor, or said mortgagee, grantee or person granting such extension or renewal shall require and as shall be tendered to be done and executed. And further provided that the interest of

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said Lessee, and the heirs, executors, administrators and assigns of said Lessee, in said premises shall at all times and under all circumstances be and remain subject to the lien of each, every and all such mortgages and trust deeds aforesaid and of the indebtedness and charges thereby secured to be paid according to the respective tenors thereof.

10. It is understood by and between the parties hereto that wherever in this lease action by "Board of Directors" or "Stockholders" is required, it shall be taken and held to require a vote in favor of such action by a majority thereof, unless otherwise provided for.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be signed by its President, duly attested by its Secretary, and its corporate seal to be affixed hereto; and the Lessee has executed this instrument under seal, the day and year first above written.

CENTRAL-BENNETT EAST., INC.

By Margaret M. McCadgan
President

ATTEST:

Dorinda M. Luce
Secretary

Joseph C. Peterson (SEAL)
Joseph C. Peterson (SEAL)

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COOK COUNTY CLERK
2000 N. LAUREL ST.
CHICAGO, IL 60610

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-17-

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, _____, a notary public
in and for the said County, in the State aforesaid, do
hereby certify that _____,
President of _____ and
_____, 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, appeared before me
this day in person and acknowledged that they signed and
delivered the 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 the said President did then and there say that he
signed said instrument by authority of the Board of
Directors of said corporation and its behalf, and the
said Secretary did then and there acknowledge that he,
as custodian of the corporate seal of said corporation,
did affix the 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 _____
day of _____, A.D. 19_____.

(SEAL)

Notary Public

My Commission expires on the _____ day of _____,
A.D. 19_____.

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1/1/2024

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-18-

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

_____, a
Notary Public in and for the County and State aforesaid,
do hereby certify that _____

_____ are 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 _____ signed,
sealed and delivered the said instrument as _____
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 _____
day of _____, 19____.

Notary Public

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ASSIGNMENT BY LESSEE

For Value Received _____
hereby assign all right, title and interest in and to
the within lease unto _____

_____ heirs and assigns, hereby releasing and waiving
all rights under and by virtue of the Homestead Laws of
the State of Illinois.

Dated at _____, Illinois, this _____ day
of _____, 19____.

Joseph C. Petersen (SEAL)

Joseph Petersen (SEAL)

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, _____, a Notary
Public in and for said County, in the State aforesaid,
do hereby certify that _____

_____ 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 _____ signed, sealed and delivered
the foregoing assignment of lease to _____

as he _____ 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 _____ seal
this _____ day of _____, A.D., 19____.

Notary Public

My Commission expires _____, A.D.
19____.

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ACCEPTANCE BY ASSIGNEE

IN CONSIDERATION of the above 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 the Lessee therein to be kept and performed, and to make all payments provided by said lease from and after the date hereof, and agrees that no further assignment or sub-letting of the premises described in said lease or any part thereof, will be made except in the manner therein described.

DATED at _____, Illinois, this _____ day
of _____, 19____.

Joseph C. Peterson (SEAL)

Joseph Peterson (SEAL)

CONSENT TO ASSIGNMENT

_____, 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 above described, in consideration of the covenants, promises and agreements set forth in the above assignment and acceptance.

DATED at _____, Illinois, this _____ day
of _____, 19____.

BY: Margaret M.M. Tolzow
President

Attest:

Patricia M. Lawrence
Secretary

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11/18/2011

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CENTRAL BENNETT-EAST, INC.

RULES AND REGULATIONS

Revised October 1986

1. Lessee may put hisname in the proper place provided in the mailbox but only in the form approved by the Lessor.
2. No dust, rubbish, litter or anything else shall be swept, thrown or emptied from any of the windows or upon or from the porches of the building or into the halls or entryways thereof.
3. Children shall not be permitted to loiter or play on the stairways or porches or in the halls or court areas used generally by the public or other tenants.
4. The sidewalks, entryways, passages, vestibules, halls and stairways outside of the several apartments shall not be obstructed or used for any other purpose than for ingress and egress to and from the respective apartments.
5. All provisions, furniture, baby carriages, bicycles, boxes and similar articles shall be taken into or removed from the premises through the rear doors of the building only.
6. All damages to the building caused by the moving or carrying of articles into or out of the building shall be paid by the Lessee.
7. Lessee shall not cause or permit anything to be hung from the outside of the windows or placed on the outside window sills.
8. Animals are not allowed on the premises. Animals in possession of Lessees as of October 1986 may keep them but are not permitted to replace them after the animal dies.
9. The front halls, stairways and back porches shall not be used for the storage of furniture, bicycles or other articles.
10. Lessee shall not interfere in any manner with any part of the heating, lighting, refrigerating or cooling apparatus in or about the premises or in or about the building containing the same.
11. Laundry work shall be done only in the place provided for such purposes. Washing machines, dryers and apparatus shall be used and operated in basement only and no electric current or gas shall be furnished therefor by the Lessor. Lessee shall use only the laundry facilities assigned to his/her apartment.
12. No radio or television antenna or connection shall be installed by or for the Lessee without consent of the Lessor and installer must be accompanied by the janitor when roof installations are being set up. No antennae shall be placed down the front walls of the building.

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RULES AND REGULATIONS continued

13. Lessee shall not make or permit the making of any disturbing noises in the apartment building either by himself, his family or his servants; nor shall he do or permit anything to be done by said persons which might or could interfere with the rights, comfort or convenience of other Lessees.
14. Lessee shall keep and maintain the leased premises in a good state of repair and cleanliness.
15. The water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, nor shall any sweeping, rubbish, rags or any other improper articles be thrown into the same; and any damage resulting from misuse thereof shall be borne by the Lessee by whom or upon whose premises it shall have been caused.
16. 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 the Lessor.
17. No awnings or window guards shall be used except such as shall be approved by the Lessor.
18. Lessee shall have the use, without charge, of a reasonable portion of the storeroom space to be designated by the Lessor, provided that the Lessor shall not be liable for any loss or damage to property left, placed or stored by the Lessee in such storeroom.
19. Incoming shareholders shall pay an entry fee of \$25.00 to defray costs of possible damage done to the building while moving in.
20. No air-conditioning units may be installed in the court side or front of the building.
21. Puttying of windows to be done at shareholder's expense and outside window frames to be painted to conform with the building color code.
22. No barbecuing permitted in alley directly behind parked cars.
23. Connections for washers and dryers are the responsibility of the shareholder and must conform to the Evanston Building Code.
24. Seventy percent (70%) of floors must be covered by rugs or carpeting.
25. No garbage disposals may be installed until such time as plumbing adequate to accommodate disposals may be installed in the building.

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CENTRAL BENNETT EAST, INC.

AMENDMENT TO LEASE

As Adopted at Shareholders' Meeting

September 3, 1974

Each apartment occupant must carry adequate Home Owners Insurance which would provide protection to other occupants of the building

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ILLINOIS SATISFACTION OF MORTGAGE

27186535

KNOW ALL MEN BY THESE PRESENTS, That TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, of the City, County and State of New York, does hereby certify that it has received full payment of all sums due on a certain Mortgage dated July 11, 1947, executed by CENTRAL-BENNETT EAST, INC., Mortgagor, to CHICAGO MORTGAGE INVESTMENT COMPANY, Mortgagee, filed and recorded on July 14, 1947 in Book 42429, Page 477, as Document No. 14099898, in the Office of the Recorder of Cook County, Illinois, or on the Note therein mentioned and described, which said Mortgage, together with the Note secured thereby, was assigned by CHICAGO MORTGAGE INVESTMENT COMPANY to TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA by an assignment dated August 6, 1947, filed and recorded on September 3, 1947 in book 42555, Page 100, as Document No. 14135590, in the Office aforesaid; and does hereby acknowledge full satisfaction of said Mortgage, to the intent that the same may be discharged of record.

IN WITNESS WHEREOF, the said TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA has caused its corporate seal to be hereunto affixed this 21st day of December, 1982.

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

BY: 

Leonard J. Franck, Vice President

BY: 

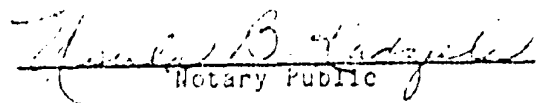
Joseph W. Luik, Assistant Secretary

27186535

STATE OF NEW YORK)
) SS:
CITY AND COUNTY OF NEW YORK)

I, URSULA B. KADZIELA, a Notary Public duly authorized to take acknowledgments in the County and State of New York, do hereby certify that LEONARD J. FRANCK, Vice President and JOSEPH W. LUIK, Assistant Secretary, of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA (the corporation named in the foregoing instrument) and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, and to be such Vice President and Assistant Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as the free and voluntary act of said corporation and as their own free and voluntary act as such Vice President and Assistant Secretary, for the uses and purposes therein set forth.

Given, under my hand and official seal, this 21st day of December, 1982.


Notary Public

URSULA B. KADZIELA
Notary Public, State of New York
No. 244, 0763
Quadr. Cook County
Certificate Issued New York County
Commission Expires March 30, 1984

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ASSIGNMENT BY LEASE
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For Value Received. We, the undersigned hereby assign all right,
title and interest in and to the within lease unto..... LISA CULP

her heirs and assigns, hereby releasing and waiving all rights under and by
virtue of the Homestead Laws of the State of Illinois.

Dated at Evanston, Illinois, this 23rd day of May A.D. 19⁹⁰.

Joseph C. Peterson
..... (SEAL)
JOSEPH C. PETERSON

In the Presence of
Julie Ann Peterson (SEAL)
JULIE ANN PETERSON
Richard B. Fitzgerald

STATE OF ILLINOIS
COUNTY OF COOK ss.

I, RICHARD B. FITZGERALD

a Notary Public

..... in and for said County, in the
State aforesaid, do hereby certify that JOSEPH C. PETERSON and JULIE ANN

PETERSON, husband and wife,

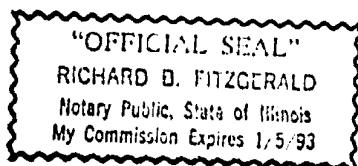
personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this day in person,

and acknowledged that they signed, sealed and delivered the foregoing
assignment of lease to LISA CULP

as their free and voluntary act, for the uses and pur-
poses therein set forth, including the release and waiver of the right of home-
stead.

Given under my hand and notarial seal this 23rd

day of May, A.D. 19⁹⁰



Richard B. Fitzgerald
.....

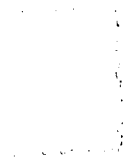
Commission expires 1-5-....., A.D. 19⁹³

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11/20/2024



ACCEPTANCE OF ASSIGNMENT

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IN CONSIDERATION of the above 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 the Lessee therein to be kept and performed, and to make all payments provided by said lease from and after the date hereof, and agrees that no further assignment or sub-letting of the premises described in said lease or any part thereof, will be made except in the manner therein described.

DATED at Evanston, Illinois, this.....day of.....May....., 19.90...

Lisa Culp
..... (SEAL)
LISA CULP
..... (SEAL)

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CONSENT TO ASSIGNMENT

CENTRAL-BENNETT EAST, INC., an Illinois 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 above described, in consideration of the covenants, promises and agreements set forth in the above assignment and acceptance.

DATED at Evanston, Illinois, thisday of.....May....., 19.90...

Robert C. Bingham
By.....
President

Attest:

Margaret M. Makela
.....
Secretary

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Property of Cook County Clerk's Office

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ASSIGNMENT BY LEASE
UNOFFICIAL COPY

For Value Received. We, the undersigned hereby assign all right,
title and interest in and to the within lease unto..... LISA CULP.....
her heirs and assigns, hereby releasing and waiving all rights under and by
virtue of the Homestead Laws of the State of Illinois.

Dated at Evanston, Illinois, this 23rd day of May..... A.D. 19⁹⁰.....

Joseph C. Peterson..... (SEAL)
JOSEPH C. PETERSON

In the Presence of
Julie Ann Peterson..... (SEAL)
JULIE ANN PETERSON

STATE OF ILLINOIS
COUNTY OF COOK ss.

I,..... RICHARD B. FITZGERALD.....

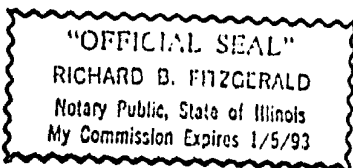
a Notary Public

..... in and for said County, in the
State aforesaid, do hereby certify that..... JOSEPH C. PETERSON and JULIE ANN
..... PETERSON, husband and wife,

.....
personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this day in person,
and acknowledged that..... they..... signed, sealed and delivered the foregoing
assignment of lease to..... LISA CULP

as..... their..... free and voluntary act, for the uses and pur-
poses therein set forth, including the release and waiver of the right of home-
stead.

Given under my hand and..... notarial..... seal this 23rd.....
day of..... May....., A.D. 19⁹⁰.....



Richard B. Fitzgerald.....

Commission expires..... 1-5-....., A.D. 19⁹³.....

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11/11/2011

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IN CONSIDERATION of the above assignment and the written consent of the Lessor thereto, the undersigned hereby assures and agrees to keep and perform all the covenants, promises, conditions, and agreements of the within lease by the Lessee therein to be kept and performed, and to make all payments provided by said lease from and after the date hereof, and agree that no further assignment or sub-letting of the premises described in said lease or any part thereof, will be made except in the manner therein described.

DATED at Evanston, Illinois, this.....day of..... May
19.90...

Lisa Culp
..... (SEAL)
LISA CULP
..... (SEAL)

Property of Cook County Clerk's Office

CONSENT TO ASSIGNMENT

CENTRAL-BENNETT EAST, INC., an Illinois 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 above described, in consideration of the covenants, promises and agreements set forth in the above assignment and acceptance.

DATED at Evanston, Illinois, thisday of..... May
19.90...

By *Robert C. Bingham*.....
President

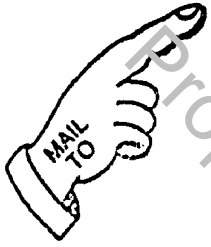
Attest:

Margaret M. Metzler.....
Secretary

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



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11/13/2011