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**Proprietary Lease**

TWELVE NINE ASTOR BUILDING CORPORATION

LESSOR

DEPT-01 RECORDINGS 150.50  
T41111 04/01/1985 10/10/85 10:13:00  
#1829 91-648528  
TO COOK COUNTY RECORDER

TO

~~Florence T. Hies~~

~~Caroline Ballentine, P.A.W. Ballentine~~

LESSEE

Philip J. Francis Husecher

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## AMENDMENT TO PROPRIETARY LEASE

AMENDMENT, dated June 20, 1963, to Proprietary Lease

dated May 1, 1945, between TWELVE NINE ASTOR BUILDING CORPORATION

an Illinois corporation, hereinafter called "Lessor" and  
Mitchell Edelson & Rose O. Edelson, as joint tenants with  
right of survivorship and not as tenants in common,

of Chicago, Illinois, hereinafter called "Lessee", demising Apartment 12-S  
in the building located at 1209 Astor Street, Chicago, Illinois.

Lessor and Lessee hereby amend the aforementioned Proprietary  
Lease as follows.

1. So long as no policy of insurance is impaired or invali-  
dated thereby, Lessor hereby waives and releases all right of recovery  
against Lessee or any other party for any future loss or damage to the  
building in which the demised premises are located caused by fire or any  
other cause covered by insurance carried by Lessor on said building, to  
the extent that Lessor shall be reimbursed by the proceeds of such insur-  
ance, whether or not such loss or damage shall result from Lessee's negli-  
gence.


2. So long as no policy of insurance is impaired or invali-  
dated thereby, Lessee hereby waives and releases all right of recovery  
against Lessor or any other party for any future loss or damage to any  
personal property then in the demised premises caused by fire or any other  
cause covered by insurance carried by Lessee on said personal property, to  
the extent that Lessee shall be reimbursed by the proceeds of such insur-  
ance, whether or not such loss or damage shall result from Lessor's negli-  
gence.

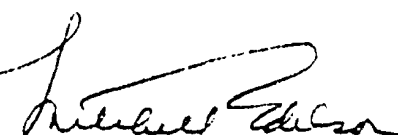
IN WITNESS WHEREOF the Lessor and Lessee have executed this  
instrument the day and year first above written.

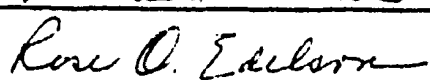
TWELVE NINE ASTOR BUILDING CORPORATION

By:   
President

ATTEST:

  
Secy. Secretary

 (SEAL)

 (SEAL)

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## PROPRIETARY LEASE.

THIS LEASE, made and entered into this first day of May,  
A. D. 1945, between

TWELVE NINE ASTOR BUILDING CORPORATION,  
a corporation duly organized and existing under the laws of the State  
of Illinois, hereinafter called "Lessor" and  
Florence J. Klee  
of Chicago, Illinois, hereinafter called "Lessee,"

### WITNESSETH:

WHEREAS, the Lessor owns and operates an apartment building and  
the site therefor situated at 1209 Astor Street, in the City of Chicago  
and State of Illinois; and (See Legal Description Attached)

WHEREAS, the Lessor has determined that substantially all of the  
apartments in said building shall be leased to co-operative owners who  
are shareholders of the Lessor to be held under terms and conditions  
similar to those mentioned in this lease, such leases being hereinafter  
sometimes referred to as "proprietary leases," and

WHEREAS, the Lessee is the owner and holder of 57 shares  
of the common capital stock of the Lessor, which number of shares is  
sufficient to qualify him 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, the Lessor has leased and by these presents does  
hereby lease unto the Lessee, and the Lessee hires and takes as Lessee  
all that certain space herein sometimes collectively referred to as the  
"Apartment" comprising 6 rooms on the 12th floor in the  
South tier of the building commonly known and described as 1209  
Astor Street, Chicago, Illinois;

TO HAVE AND TO HOLD the above demised premises as a private resi-  
dential apartment by the Lessee and the Lessee's immediate family,  
except as hereinafter provided, for and during the term commencing  
on the first day of May, A. D. 1945,  
and ending on the thirtieth day of April, A. D. 1970, unless said term  
shall be sooner terminated as hereinafter provided.

The Lessee, in consideration of said demise, and subject to the condi-  
tions and limitations herein stated, hereby covenants with the Lessor  
as follows:

1. The Lessee will pay to the Lessor as rent for said Apartment,  
in lawful money of the United States of America, at the office of the

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Lessor, or at such other place in the City of Chicago as the Lessor may from time to time in writing appoint:

A. The sum of \$ 190.— per month, payable monthly in advance on the first day of every calendar month of the term, subject to increase or decrease as provided in paragraph B hereof.

B. A schedule showing the base rentals for all Apartments in the building occupied or to be occupied under proprietary leases is hereto annexed, marked "Exhibit A". The Board of Directors of the Lessor shall by resolution adopted on or before April first in each year commencing with the year 1946, determine whether the rentals should be increased or decreased for the twelve month period commencing on the succeeding first day of May. In determining whether rents for such succeeding twelve month period shall be increased or decreased, the Board of Directors shall estimate the funds which in its judgment will be required by the Lessor during such succeeding twelve month period for the payment of all prospective expenses and outlays by the Lessor, including among other things, cost of maintenance of corporate existence, general taxes and special assessments, water rates, income taxes, insurance premiums, operating expenses, the cost of repairs, additions, improvements, alterations and replacements to the building, annual interest and principal payments on mortgage indebtedness, the expense of refinancing or refunding any encumbrances, the payment of any deficits in previous years, all other costs, expenses and obligations of every nature, incurred or to be incurred by the Lessor, and if deemed advisable, an annual reserve fund as a safeguard against any unexpected or extraordinary expense. If the Board of Directors shall determine that the rentals for Apartments in the building should be increased, all such increases shall be in proportion to the base rentals set forth in Exhibit "A", and if the Board of Directors shall determine that the rentals for Apartments in the building shall be decreased, all such decreases shall be in proportion to the base rentals set forth in Exhibit "A"; provided, however, that with the written consent of the holders of three-fourths in amount of the outstanding stock of the Corporation, the rental of any Proprietary Tenant may be less than the proportionate rate set forth in Exhibit "A" for such period of time as shall be specified in such written consent. The Lessor shall notify the Lessee in writing of any such increase or decrease not less than ten (10) days prior to the first day of May in each year, commencing with the year 1946, and the Lessee shall thereupon pay the rental specified in such notice in equal monthly installments in advance commencing on the first day of May for the succeeding twelve months and for each succeeding twelve months unless and until a further notice of increase or decrease

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## EXHIBIT A.

### SCHEDULE OF BASE RENTALS.

<i>Apartment</i>	<i>Monthly Rental</i>
1 N.....	\$160.00
2 N.....	160.00
3 N.....	165.00
4 N.....	170.00
5 N.....	175.00
6 N.....	180.00
7 N.....	185.00
8 N.....	190.00
9 N.....	195.00
10 N.....	200.00
11 N.....	200.00
12 N.....	200.00
13 N.....	200.00
14 N.....	185.00
15 N.....	185.00
2 S.....	150.00
3 S.....	155.00
4 S.....	160.00
5 S.....	165.00
6 S.....	170.00
7 S.....	175.00
8 S.....	180.00
9 S.....	185.00
10 S.....	190.00
11 S.....	190.00
12 S.....	190.00
13 S.....	190.00
14 S.....	175.00
15 S.....	175.00
16 S.....	275.00

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in the rental is given by the Lessor to the Lessee as herein provided. The resolution of the Board of Directors determining the rental for each twelve month period commencing on the first day of May, shall not be subject to question or objection by the Lessee unless the amount of the increase or decrease in the rental to be paid by the Lessee is not in proportion to the increases or decreases, as the case may be, for other Proprietary Tenants in the building, in accordance with Exhibit "A". The right to establish the amount of and to require increases or decreases in the rental to be paid by the Lessee shall be possessed only by the Board of Directors of the Lessor and shall not pass to any receiver, trustee or creditor of the Lessor.

C. Additional rent, upon demand, in a sum equal to an amount determined as follows:

(a) The Lessee will, at his own expense, keep the interior of the Apartment, its equipment (excluding refrigerators, stoves and electrical fixtures which it is understood are the property of the Lessor) and appurtenances, in good order, condition and repair, in a clean and sanitary condition, and suffer no waste thereof or injury thereto. Lessee will repair all injury to said building caused by his act, neglect or carelessness, or that of any sublessee or member of his family or of such sublessee or of any guest, employee or agent of the Lessee or of such sublessee and all such repairs shall be of the quality and kind equal to the original work, and all repairs, alterations, additions or improvement made at any time shall be the property of the Lessor without any compensation to the Lessee therefor. In the event of the refusal or neglect of the Lessee, after notice in writing, as hereinafter provided, from the Lessor to make such repairs or restore the Apartment as is herein required, the Lessor may at its option (but without any obligation on its part so to do) enter the Apartment, and make such repairs therein, or if the injury is to the building, repair the same, and any expense thereby incurred by the Lessor is hereby agreed to be additional rent hereunder, due and payable upon demand.

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

(c) If the Lessee shall suffer or permit any lien to be filed or placed against the property of the Lessor, or the Apartment, on

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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 Apartment Building and chargeable to or required to be made by the said Lessee under the terms hereof, then when such lien has been filed or placed the Lessee shall, after notice thereof as hereinafter provided, remove said lien or take such other action in respect thereof as the Lessor may in writing prescribe to protect said building and premises against the same, and if he does not do so the Lessor may at its option pay and discharge the same, and any expenditure of the Lessor for said purpose, together with all costs, expenses and reasonable attorney's fees paid or incurred in connection therewith, is hereby agreed to be additional rent hereunder due and payable upon demand; provided, however, that the Lessor shall have no right to pay such lien if the Lessee in good faith contests the same. The Lessor shall not be required to inquire into the validity of any such lien nor to await the entry of any judgment or decree before paying same.

(d) If the Lessee shall at any time be in default hereunder and the Lessor shall institute an action at law or in equity or a summary proceeding against the Lessee based upon such default in enforcing any of the terms or covenants of this Indenture, the Lessee shall reimburse the Lessor for any and all costs and expenses, including reasonable attorney's fees, expended or incurred, and any and all such sums expended or incurred by the Lessor are hereby agreed to be additional rent hereunder due and payable upon demand.

(e) The Lessee shall pay all telephone, gas, electric and artificial refrigeration bills rendered against him or charged against the Apartment, and in the event that the Lessee does not pay such bills when they become due and payable, the Lessor may pay the same, and the amount so paid by the Lessor is hereby agreed to be additional rent hereunder due and payable upon demand.

(f) The Lessee shall at all times during the demised term indemnify and save harmless the Lessor from every and all loss, cost, and liability whatsoever which may arise from or be claimed against the Lessor by any person or persons or any claimant for any injuries to person or property or damage of whatsoever kind or character where the injury or damage arises from the use and occupancy of the Apartment by the Lessee or those holding under the Lessee or arising either wholly or in part from any act or omission of the Lessee, or of any member of the family of the Lessee, or of any invited guest, servant, sublessee or other person or persons claiming through or under the Lessee, and any sums so expended or incurred by said Lessor together with all its costs, expenses and reasonable

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## HOUSE RULES.

1. The public halls, sidewalks and stairways shall not be obstructed or used for any other purposes than for ingress to and egress from the apartments.

2. No tenant shall make or permit any disturbing noises in the building by himself, his family, friends or servants; nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other tenants. No tenant shall play upon or suffer to be played upon any musical instrument in the demised premises between the hours of 11 o'clock P. M. and the following 8 o'clock A. M. if the same shall disturb or annoy other occupants of the building.

3. No baby carriages, velocipedes, or bicycles will be allowed in the halls, passageways, areas or courts of the building.

4. Tenants will not be allowed to put their names in any entry, passageway, vestibule, hall or stairway of the building, except in the proper place in the mail box provided for use of the apartments occupied by them respectively.

5. No rugs shall be beaten on the porches, fire escapes or in the halls or corridors, nor dust, rubbish or litter swept from the demised premises or any room thereof into any of the halls or entryways of the building containing said premises, except under the direction of the janitor.

6. Children shall not be permitted to loiter or play on the stairways or front porches or in the halls.

7. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse of any nature or character whatever shall be paid by the tenant who shall cause it.

8. All provisions, milk, ice, groceries, furniture, bicycles, boxes and the like merchandise shall be taken into or removed from the demised premises through the rear door of said building only. All damages to the building, caused by the moving or carrying of articles therein, shall be paid by the tenant, or person in charge of such articles.

9. Nothing shall be thrown or emptied by the tenants or their servants out of the windows or doors, or down the passages, courts, or in the building areas, nor shall anything be hung from the outside of the windows or fire escapes or placed on the outside window sills. Rear kitchen entrances must remain closed at all times except when opened for purposes of egress and ingress.

10. Dogs (except as hereinafter permitted), parrots or reptiles are not allowed in the demised premises.

11. The front hall, stairway and back porches shall not be used for the storage of furniture or other articles.

12. The water shall not be left running any unreasonable or unnecessary length of time in the demised premises.

13. No tenant shall interfere in any manner with any portion either of the heating or lighting apparatus in or about the demised premises nor in or about the building containing the same.

14. Laundry work shall be done only in the rooms provided for such purposes in the demised premises. Electric washing machines, mangles and apparatus shall be used and operated only in the place provided by the Lessor for this purpose. The use of water-power washing machines is prohibited except by written consent of Lessor or its agent.

15. No shades, awnings or window guards shall be used except such as shall be put up or approved by the Lessor.

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

17. The Lessor reserves the right to make such other rules and regulations from time to time as may be deemed needful for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all of the occupants thereof.

18. Any tenant wishing to have a dog in an apartment, may do so by getting a written consent of the agent of the building and by complying with the following rules:

(a) Dogs must be taken at all times in and out of the building through the rear door and to and from apartments in the freight elevator, except in cases of emergency where it is not feasible to use the rear door of the building.

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

(c) Passenger elevator operators should not be requested to let the dog ride in the passenger elevator. Operators have been instructed not to allow dogs in these elevators, except in cases of emergency as stated in rule (a).

(d) Dogs of visitors to the building must be brought in and taken out of the rear door and to and from apartments in the freight elevator. All responsibility shall rest with the tenant of the apartment visited.

(e) Each tenant owning any dog shall assume full responsibility for personal injuries or property damage caused by dogs and each tenant must agree in writing before obtaining consent to have a dog in the building, to indemnify the Lessor and hold it harmless against any loss, claim or liability of any kind or character whatsoever arising from or growing out of the privilege of having a dog in the building.

(f) If the dog disturbs other tenants in the building by crying, barking or biting, notice will be given to have the annoyance discontinued, and if not corrected the dog must be removed from the building.

19. No radio aerial or connection shall be installed by the tenants outside of their respective apartments without the written consent of the Lessor or its agent.

20. Servants and employees of tenants and persons making deliveries to tenants shall not use the passenger elevators except when accompanied by their employers.

21. No automobiles shall be parked within fifteen feet of either side of the porte-cocheres nor shall doormen or other building employees be requested or permitted to park cars for tenants.

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Apartment or the building of which it is a part, or obstruct the public halls or stairways of the building; and the Lessee agrees that he, his family and all persons dwelling or visiting in the Apartment, will observe and comply with the House Rules annexed hereto and made a part hereof, and such other and further rules and regulations whether similar to or different from the present House Rules, as the Lessor may from time to time deem needful and prescribe for the safety, care and cleanliness of the building, and the preservation of good order, as well as the comfort, quiet, and convenience of the occupants of the building and to the further end that the building of which the demised premises are a part can be operated as a co-operative building of the highest grade and its reputation as such will be preserved; and the Lessee will not permit or suffer anything to be done, brought, or kept, upon said premises, which will vitiate any policy of insurance on the Apartment Building or the contents thereof, or increase the fire insurance rate thereon, and he shall not use or permit the Apartment to be used for any unlawful purpose, and he, his family and all persons dwelling or visiting in the Apartment, shall promptly comply with all the laws, rules, orders, or regulations applicable to the Apartment, made by any lawful authority, Municipal, State or National, or by the Chicago Board of Underwriters.

7. The Lessee has examined the Apartment and understands and agrees that the taking possession of the Apartment by the Lessee at or subsequent to the commencement of the term hereof shall constitute a conclusive admission by the Lessee that the Apartment at such time was in thoroughly good order, repair and condition, and that no representations as to the condition of the Apartment or of the Apartment Building of which it is a part have been made by the Lessor or by its agents, and that no obligation as to cleaning, repairing, redecorating, improving or adding to the same, or any part thereof, in any manner, has been assumed by the Lessor, or shall hereafter be incurred by the Lessor otherwise than as herein expressly provided.

8. The Lessee shall not make or suffer to be made any alterations, improvements or additions in the Apartment or to the exterior or interior of said building without in each case first procuring the written consent thereto of the Lessor.

9. The Lessee upon the termination of this lease by lapse of time or otherwise, or when the Lessor shall be entitled to the possession of the Apartment under the provisions hereof, will quit and surrender the Apartment including all additions, alterations, and improvements, and the equipment hereinabove described, all in the same good order, condition and repair as on the date of the commencement of the demised term, loss by fire or other casualty and ordinary wear and

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### ASSIGNMENT BY LESSEE.

FOR VALUE RECEIVED the undersigned Lessee hereby assigns all his right, title and interest in and to the within lease from and after APRIL 10, 1981 unto R.A.W. BALLANTINE AND CAROLINE BALLANTINE AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND NET AS TENANTS IN COMMON of the City of Chicago, Illinois.

Dated at Chicago, Illinois, APRIL 10, 1981.  
ROSE O. EDLSON SURVIVING JOINT TENANT BY FRANCES E. EDLSON ACTING PURSUANT TO POWER OF ATTORNEY DATED APRIL 24, 1980. (SEAL)  
Frances E. Edlson (SEAL)

### ACCEPTANCE BY ASSIGNEE.

In consideration of the above assignment and the written consent of the Lessor thereof, 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 APRIL 10, 1981 and agrees that no further assignment or subletting of the premises described in said lease, or any part thereof, will be made except in the manner therein recited.

Dated at Chicago, Illinois, APRIL 10, 1981.  
R.A.W. Ballantine (SEAL)  
Caroline Ballantine (SEAL)  
R.A.W. BALLANTINE  
CAROLINE BALLANTINE

### CONSENT TO ASSIGNMENT.

Twelve Nine Astor Building 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 Chicago, Illinois, April 28, 1981.  
 TWELVE NINE ASTOR BUILDING CORPORATION,  
 By [Signature]  
 President.

Attest: Joseph E. Stroebe  
 Secretary.

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tear excepted, and the Lessee shall promptly deliver to the Lessor all keys to locks in or about said Apartment whether originally furnished to the Lessee by the Lessor or otherwise procured by the Lessee. If the Apartment is not vacated by the Lessee or his sublessee when the Lessor may become entitled thereto under the provisions hereof, the Lessee agrees to reimburse the Lessor for all damages which the Lessor may suffer by reason thereof or at option of Lessor the amount hereinafter provided to be paid on holding over.

10. Any damage to any other apartment caused by leaky radiators, refrigerators, or other causes from within the Apartment (except the concealed pipes or plumbing not susceptible of inspection by the Lessee) shall if caused by the negligence, omission to act, or misconduct of the Lessee be paid for by the Lessee from whose Apartment such damage shall be caused. This covenant is included herein not only for the protection of the Lessor but also for the protection of the lessees of the other apartments in the building, and shall be enforceable by them directly against the Lessee.

11. The Lessor will not be liable for any injury or damage caused by any latent defect in the Apartment or in or about the Apartment Building nor any injury or damage done or occasioned by the elements or by other tenants or persons herein or resulting from steam, gas, electricity, water, rain or snow which may leak or flow from any part of said building, except that the Lessor shall be responsible for any damage caused to the decorations in the Apartment because of leaks in the roof, walls or structural members of said building, but the Lessor shall not be responsible for any injury or damage done or occasioned by any defect in plumbing, electric wiring, or insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks or from the breaking of any sewer pipe or downspout, or from the bursting, leaking or running of any tank, in, upon or about the Apartment or Apartment Building, or for the failure of water supply, gas supply, or electric current, or for the presence of water bugs, vermin, or insects, if any, nor shall their presence in any way affect this lease, or for interference with light or other incorporeal hereditaments by anyone other than the Lessor, and it is expressly understood and agreed that the foregoing enumeration is not intended to be all inclusive, but that the Lessor will not be liable for any repairs or damage or injury to person or property in or about the Apartment or Apartment Buildings except to the extent of paying for the cost of making such repairs as are specifically required to be made by the Lessor hereunder. The Lessor shall not be responsible for any package or article left with or entrusted to an employee or agent of the Lessor. If the Lessor shall furnish to the Lessee as appurtenant to the Apartment any storage space, use of laundry or any other

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## ASSIGNMENT BY LESSEE.

FOR VALUE RECEIVED the undersigned Lessee hereby assigns all his right, title and interest in and to the within lease from and after

June 1, 1953 unto Mitchell Edelson and Rose C. Edelson as joint tenants with right of survivorship and not as tenants in common of the City of Chicago, Illinois.

Dated at Chicago, Illinois, April 29, 1953

Thomas T. Rose (SEAL)

Thomas T. Rosenbaum (SEAL)

## 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 ..... and agrees that no further assignment or subletting of the premises described in said lease, or any part thereof, will be made except in the manner therein recited.

Dated at Chicago, Illinois, May 5, 1953

Rose C. Edelson (SEAL)  
Mitchell Edelson (SEAL)

## CONSENT TO ASSIGNMENT.

Twelve Nine Astor Building 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 Chicago, Illinois, May 28, 1953

TWELVE NINE ASTOR BUILDING CORPORATION,

By J. Mayo President.

Attest:

W. L. Miller Jr.  
Secretary.

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attorney's fees in connection therewith are hereby agreed to be additional rent hereunder due and payable upon demand.

(g) If the rent herein reserved or any other sums due hereunder are not paid on or before fifteen (15) days after the same shall become due, Lessee agrees that he will pay interest thereon from the due date thereof until the payment of same at the rate of seven per cent (7%) per annum, and such interest is agreed to be additional rent hereunder, due and payable on demand.

D. So long as the Lessor provides electricity in the building, the Lessee shall obtain all current used in the premises from the Lessor and pay the Lessor's customary charges therefor, as measured by meter. Such charges shall be billed monthly and shall not be in excess of the rates charged by the Commonwealth Edison Company for similar service. The Lessee's failure to pay promptly the Lessor's charges for electricity shall entitle the Lessor upon not less than thirty days' notice to discontinue furnishing current to the Lessee, and no such discontinuance shall be deemed an eviction or disturbance of the Lessee's use of the premises or render the Lessor liable for damages or relieve the Lessee from performance of the Lessee's obligations. Electric service may be changed upon thirty days notice from direct current to alternating current without liability of the Lessor to the Lessee.

2. The Lessor is hereby given and shall have at all times until the payment in full of all rentals and other sums due hereunder, a first and valid lien upon the interest of the Lessee hereunder, and upon all drapes and attached floor coverings placed in or about the Apartment by the Lessee, whether exempt by law or not, and upon the shares of stock of the Lessor owned by the Lessee, to secure the payment of any and all sums which may at any time become due to the Lessor hereunder, which lien may, at the option of the Lessor be foreclosed in equity or in any other lawful manner, at any time when such sums or any portion thereof shall become overdue hereunder; and in the event of any such foreclosure, a receiver may, at the option of Lessor, be appointed with the usual powers of receivers in equity to take possession of any or all of the property covered by such lien, and relet all or such portion thereof as such receiver shall, pursuant to order of court, see fit. The shares of stock of the Lessor held by the Lessee are hereby continuously and irrevocably pledged by the Lessee to the Lessor as security for the payment from time to time and as often as the same may become due and payable of any and all obligations of the Lessee to the Lessor pursuant to any provision of this lease. The Lessor shall have and it is hereby irrevocably given the right to sell said shares of stock in the event of a

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default by the Lessee in the payment of any sum or sums due and owing by the Lessee to the Lessor pursuant to any provisions of this lease and the continuance of any such default for a period of thirty (30) days after written notice from the Lessor to the Lessee specifying such default. Said shares of stock may be sold by the Lessor, at public or private sale, for cash or upon such terms of credit as to the Lessor shall seem reasonable and proper, upon not less than five (5) days' written notice by the Lessor to the Lessee of the time and place of said sale. At any such sale the Lessor or its agents may bid for and purchase such shares of stock.

3. The Lessee will always endeavor in good faith to observe and promote the co-operative purposes for the accomplishment of which this Lessor was incorporated.

4. The Lessee shall permit the Lessor and its agents at any and all reasonable times during the demised term to visit and examine the Apartment for the purpose of ascertaining the condition thereof and for the purpose of exhibiting the same to prospective purchasers of the building of which demised premises are a part, or to prospective purchasers or lessees of the demised premises; also the servants, agents, or employees of the Lessor may enter the Apartment at any time when authorized so to do by the Lessor or Lessor's agents to make or facilitate repairs, alterations, changes or improvements in or to said Apartment or in or to any part of the building in which the Apartment is located.

5. The Lessee will not use the Apartment or any part thereof, or suffer the same or any part thereof to be used for any purpose other than as a private residence for the Lessee and his family or a sublessee occupying the same, with the consent of the Lessor as herein provided, for the same purpose; that said 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 entertainment; and none of the rooms shall be offered for rent by placing notices on any door, window, or on any other part of the apartment building of said premises, or by advertising, nor shall any room in the Apartment be offered for rent in any manner or rented without the written consent of the Lessor.

6. The Lessee understands that the character of the occupancy of the Apartment is an especial consideration and inducement for the granting of this lease and he agrees that he will be responsible for the conduct of all persons in or about the Apartment hereby leased and shall not permit or suffer anything to be done which will obstruct or interfere with the rights of other tenants, or annoy such tenants by unreasonable noises, or otherwise, or injure the reputation of the

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### ASSIGNMENT BY LESSEE.

FOR VALUE RECEIVED the undersigned Lessee hereby assigns all his right, title and interest in and to the within lease from and after \_\_\_\_\_ unto \_\_\_\_\_  
\_\_\_\_\_ of the City of Chicago, Illinois.

Dated at Chicago, Illinois, \_\_\_\_\_, 19\_\_\_\_\_

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

### 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 \_\_\_\_\_ and agrees that no further assignment or subletting of the premises described in said lease, or any part thereof, will be made except in the manner therein recited.

Dated at Chicago, Illinois, \_\_\_\_\_, 19\_\_\_\_\_

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

### CONSENT TO ASSIGNMENT.

Twelve Nine Astor Building 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 Chicago, Illinois \_\_\_\_\_, 19\_\_\_\_\_

TWELVE NINE ASTOR BUILDING CORPORATION,

By \_\_\_\_\_  
*President.*

Attest:

\_\_\_\_\_  
*Secretary.*

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KNOW ALL MEN BY THESE PRESENTS

That the undersigned, Rose Edelson -----  
-----  
-----

of the City of Chicago County of Cook in the  
State of Illinois has made, constituted and appointed, and BY THESE  
PRESENTS do make, constitute and appoint Frances E. Krauss

of the City of Highland Park County of Cook and  
State of Illinois true and lawful ATTORNEY for the undersigned and  
in her name, place and stead to sign any and all documents and  
take any and all action on behalf of the undersigned, including, but  
not limited to the following:

1. to purchase and sell stocks, bonds and other securities  
and to execute necessary assignments and purchase orders  
in connection therewith;
2. to sell real estate, specifically including the undersigned's  
co-operative apartment at 1209 Astor Street, Chicago,  
Illinois, and to sign any necessary documents in connection  
therewith; and
3. to make deposits in and withdrawals from savings and check  
ing accounts in the name of the undersigned.

giving and granting unto the said ATTORNEY full power and authority  
to do and perform all and every act and thing whatsoever, requisite and necessary to be done in  
and about the premises, as fully to all intents and purposes, as the undersigned might or could  
do it personally present at the doing thereof, with full power of substitution and revocation, hereby  
ratifying and confirming all that the said ATTORNEY or her  
substitute shall lawfully do or cause to be done by virtue hereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and  
seal this 29th day of April 1980.

Signed, Sealed and Delivered in Presence of

*Rose Edelson*

STATE OF ILLINOIS  
COUNTY OF COOK

L. Gail A. Frain

Notary Public

in and for, and residing in the said County, in the State aforesaid, DO HEREBY  
CERTIFY that Rose Edelson

personally known to me to be the same person whose name  
scribed to the foregoing Instrument appeared before me this day in person, and  
acknowledged that she signed, sealed and delivered the said Instrument as  
her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal  
this 29th day of April A.D. 1980.

Notary Public

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### ASSIGNMENT BY LESSEE.

FOR VALUE RECEIVED the undersigned Lessee hereby assigns all his right, title and interest in and to the within lease from and after MAY 3, 1985 unto PHILLIP S. HUSCHER AND FRANCES F. HUSCHER of the City of Chicago, Illinois.

Dated at Chicago, Illinois, MAY 23, 19 85

X Arthur Gallant (SEAL)  
 X Carol Ann Gallant (SEAL)

### ACCEPTANCE BY ASSIGNEE.

In consideration of the above assignment and the written consent of the Lessor thereof, 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 MAY 3, 1985 and agrees that no further assignment or subletting of the premises described in said lease, or any part thereof, will be made except in the manner therein recited.

Dated at Chicago, Illinois, MAY 3, 19 85

Phillip S. Huscher (SEAL)  
 PHILLIP S. HUSCHER  
Frances F. Huscher (SEAL)  
 FRANCES F. HUSCHER

### CONSENT TO ASSIGNMENT.

Twelve Nine Astor Building 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 Chicago, Illinois May 15, 19 85.

TWELVE NINE ASTOR BUILDING CORPORATION,

By Kevin J. [Signature]  
 President.

Attest: Darion A. [Signature]  
 Secretary.

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facility outside of the Apartment, it is understood and agreed that the same is furnished gratuitously by the Lessor, and that if the Lessee or any other person shall use the same, such person does so at his or her own risk and upon the express stipulation that the Lessor shall not be liable for any loss of property therein, or any damage or injury whatever to person or property. The Lessor shall not be liable to the Lessee or to any other person claiming through or under the Lessee for any damage or injury arising from any act, omission or negligence of co-tenants or other persons, or occupants of the building or of adjoining or contiguous property, or from any act, omission, or negligence of the Lessor's agents or servants, all claims for damage or injury referred to in this Article 11 being hereby expressly waived and released by Lessee.

12. This lease is made, executed and delivered by the Lessor and made, executed, delivered to and accepted by the Lessee upon the following express covenants, agreements, conditions and limitations, to-wit:

A. That this lease and the interest of said Lessee, his spouse, heirs, executors, administrators and assigns, in said premises shall at all times and under all circumstances be and remain subject and subordinate to the lien of each, every and all mortgages or trust deeds and the indebtedness and charges thereby secured to be paid according to the respective tenors thereof whether such mortgage or mortgages, trust deed or trust deeds now exist or shall be hereafter placed upon said premises, provided that with respect to any mortgage or trust deed hereafter placed thereon the consent thereto of the holders of at least two-thirds in amount of the shares of stock of the Lessor at the time outstanding shall have been procured either in writing signed by them or by vote at a meeting of the shareholders of the Lessor.

B. That the Lessee, for himself and all persons claiming by, through or under him, hereby covenants and agrees with the Lessor that upon the making, executing and delivering by the said Lessor of any such mortgage, trust deed or agreement, the Lessee, his spouse, and all persons rightfully claiming any estate or interest in or to the Apartment by, through or under said Lessee, shall from time to time, and at all times, at the request of the Lessor or at the request of such mortgagee, trustee or party to any such agreement, execute all such conveyances, assignments, releases, including the release and waiver of the right of homestead, or further assurances for the purpose of more fully vesting and confirming in such mortgagee, trustee or party to any such agreement, all the right, title and interest herein granted and demised to the Lessee, as the Lessor or any said mortgagee, trustee or party to any such agreement shall require and as shall be

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STATE OF ILLINOIS, }  
COUNTY OF COOK. } ss.

I, Fraull J. Ruchlman, a notary public  
in and for the County and State aforesaid, do HEREBY CERTIFY that

Florence T. Klee

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 ~~they~~ signed, sealed and delivered  
the said instrument as ~~his~~ 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 21<sup>st</sup> day of

May, A. D. 1945.

Fraull J. Ruchlman  
Notary Public.

My commission expires on the 15<sup>th</sup> day of July

A. D. 1948

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tendered to be done and executed; and in pursuance thereof the Lessee hereby irrevocably constitutes any attorney of any court of record, attorney for him and in his name and stead to execute such conveyances, releases, including the release and waiver of the right of homestead, assignments, agreements or further assurances, and such instruments or other documents for the Lessee as in the judgment of such attorney in fact may be necessary or desirable to carry out and effect the purposes herein set forth, and the Lessee hereby ratifies and confirms all that his said attorney may lawfully do by virtue hereof.

Nothing in this lease contained, shall be construed to impose any liability upon the Lessee, his spouse, executors, administrators and assigns, with respect to any such mortgages or trust deeds or the indebtedness secured thereby.

13. It is expressly understood and agreed that the character of and restriction upon the occupancy of the Apartment, as hereinafter expressed and limited, is an especial consideration and inducement for the granting of this lease and, therefore, the Lessee shall not assign, or attempt to assign this lease or any part thereof, or permit the same to be assigned by operation of law; nor let, nor sublet all or any part of the Apartment, without in each case obtaining the consent in writing to the proposed assignment or subletting, either of the Lessor pursuant to resolution of its Board of Directors, or of a majority of the individuals who are directors of the Lessor, or of the holders of record of a majority of the capital stock of the Lessor; provided, however, that on the happening of any of the following events, it shall not be necessary to secure such consent to the transfer and assignment of this lease:

(a) In the event that the Lessee shall make an assignment of this lease and said qualifying shares of the stock of the Lessor as collateral for a loan, and said assignment shall contain an agreement or provision that the assignee shall have no right to occupy said apartment without the previous consent of the Lessor as herein provided:

(b) In the event that the Lessee shall, while not in default hereunder, by a valid trust instrument transfer said qualifying shares and the Lessee's interest in this lease to a trustee for the sole benefit of the Lessee, his or her spouse, parent or parents, child or children, or if the Lessee shall die, and by virtue of any law of inheritance or of a valid will, the ownership of said qualifying shares and the Lessee's interest in this lease shall be transferred to the surviving spouse, parent or parents, child or children of the Lessee, or to a trustee appointed under the provisions of the last will and testament of the Lessee for the benefit of such surviving spouse, parent or parents, child or children.

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STATE OF ILLINOIS, }  
COUNTY OF COOK. } SS.

I, Rose K. Roseman, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY that J. Mayo Lang, President of Twelve Nine Astor Building Corporation, and Carroll H. Sullivan, Jr., 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 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 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 17<sup>th</sup> day of

May, A. D. 1945.

Rose K. Roseman

Notary Public.

My commission expires on the 22<sup>nd</sup> day of July,

A. D. 1946

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14. No assignment of this lease, whether permitted by the terms hereof or consented to by the Lessor, shall be valid unless the assignee, whether a trustee or otherwise, shall acquire the ownership of the Lessee's qualifying shares of the stock of the Lessor and shall within thirty (30) days after the execution and delivery of such assignment or within thirty (30) days after such assignee acquires title by descent or devise, execute and deliver to the 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 the Lessee herein contained and all of the obligations of the Lessee thereafter accruing hereunder.

15. The permission of the Lessor to sublet the Apartment in whole or in part shall not relieve the Lessee hereunder of any of his obligations under this lease, but shall only be an approval of the sublessee as an acceptable occupant of the Apartment at the time of the giving of such approval.

16. It is further covenanted and agreed that all subleases shall expressly be made subject to all of the covenants, conditions and provisions of this lease and that upon the termination of this lease, all subleases shall *ipso facto* terminate.

17. Any attempted assignment or subletting of this lease in violation of the provisions herein contained shall be void and shall not vest in the assignee or sublessee any right, title or interest herein or hereunder or in the Apartment.

18. If the Lessor shall consent to any assignment hereof or subleasing hereunder, there shall be no further assignment or subletting without in each case obtaining the express written consent of the Lessor, except as herein otherwise 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 future assignments.

19. Whenever the 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 Lessee's qualifying shares of the stock of the Lessor and deliver to the Lessor said instrument in writing assuming all of the covenants and obligations thereafter accruing hereunder, then and in that event such Lessee assignor shall be forever released and discharged of any and all of the covenants and obligations of this lease thereafter accruing.

20. This lease is made, executed, delivered and accepted by the Lessee upon the express condition and agreement that this lease and the estate hereby created shall cease, determine and the term hereof come to an end:

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IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its President, attested by its Secretary and its corporate seal to be hereunto affixed, and the Lessee has hereunto set his hand and seal, the day and year first above written.

TWELVE NINE ASTOR BUILDING CORPORATION,

By *J. Mayo* President.

Attest:

*C. H. Suddler, Jr.*  
Secretary.

*Francis T. Rice* (SEAL)

\_\_\_\_\_ (SEAL)

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A. Ninety days after the Lessor, at any time during the demised term, with the consent of the owners of at least two-thirds in amount of its shares of stock at the time outstanding, given at a shareholders' meeting, duly called for that purpose, upon notice given in accordance with the by-laws and the laws of Illinois, shall sell the said premises and the building situated thereon.

B. In the event the building of which the demised premises are a part shall be injured or damaged by fire or other casualty to the extent of fifty per cent (50%) or more of its then full insurable value, unless within thirty (30) days from the settlement of the fire or other loss insurance the Lessor or the mortgage trustee or mortgagee, if any there be, shall elect to rebuild the same and give notice of such election within said time to the Lessee herein, in which case the Lessor or said mortgage trustee or mortgagee shall rebuild the same with due diligence, subject to delays caused by strikes, lockouts, acts of God or the public enemy.

C. In the event that the building of which the demised premises are a part, or any part thereof shall be condemned for public use.

21. This lease is made, executed, delivered and accepted by the Lessee upon the express condition and agreement that this lease and the estate hereby created shall, at the option of the Lessor, cease, determine, and the term hereof come to an end, or that at the option of the Lessor the Lessor may re-enter the demised premises without terminating the term hereof as in paragraph 23 of this lease set forth:

A. In the event that the Lessee shall at any time during the term of this lease cease to have standing of record in his name on the books of the Lessor a number of shares of the stock of the Lessor at least equal to the number owned by the Lessee at the date of the execution of this lease and above specified, in addition to the shares required to be owned by the Lessee under any other lease which the Lessee may have with the Lessor hereunder; provided, however, in the event that the 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 said shares of stock shall be transferred, said right of the Lessor to terminate this lease by virtue of the above clause shall not be exercised for a period of eighteen (18) months from the death of the Lessee to enable the person or persons so acquiring the shares to present evidence of ownership satisfactory to the Lessor; provided, further, that nothing in this clause shall be construed to prohibit the creation of a trust of said shares of stock and the Lessee's interest in this lease for the sole benefit of the Lessee, his or her spouse, parent or child.

B. In the event that at any time the Lessor, acting pursuant to a majority vote of its Board of Directors, shall deem the tenancy of the Lessee an undesirable one by reason of objectionable or improper conduct on the part of the Lessee, or any person dwelling in or visiting the demised premises (and it is agreed that among other things repeatedly to violate or disregard the House Rules herein referred to, or to permit or tolerate, with or without the knowledge or consent of the Lessee, a person of dissolute, loose or immoral character to remain in the demised

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sentences or paragraphs of this indenture being inserted conditionally upon their being held valid in law, and in the event that any one or more of the phrases, clauses, sentences or paragraphs contained herein should be held invalid, this indenture shall be construed as if such invalid phrases, clauses, sentences or paragraphs had not been inserted.

(h) That the said shares of stock of the Lessor held by the Lessee to qualify him to own this proprietary lease have been acquired and are owned subject to the following additional conditions:

(1) The shares allocated as qualifying shares to each proprietary apartment are transferable only as an entirety except where the Board of Directors by resolution shall approve the division of such shares into separate certificates.

(2) The shares may be transferred upon the books of the Lessor only by the Lessee in person or by attorney upon surrender of the certificate therefor properly endorsed, and only if all obligations from the Lessee to the Lessor under this lease have been paid in full.

(3) Each shareholder of the Lessor is entitled, solely by reason of his ownership of shares of the Lessor, to occupy for dwelling purposes the apartment in the building owned by the Lessor to which his shares are allocated, such occupancy to be under and in accordance with the terms of a proprietary lease containing substantially the same covenants and agreements as herein set forth, and at a rental to be determined in accordance with the terms hereof. The Lessee shall transfer his shares only to a permitted assignee of this lease or to the Lessor.

(4) The certificate or certificates evidencing said shares shall contain a statement or legend on the face thereof substantially as follows:

"The shares of stock represented by this certificate have been issued to qualify the owner hereof as lessee under a proprietary lease of an apartment in the building owned by the corporation, and the holder of this certificate accepts it subject to the following conditions: 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 this certificate or any occupant or lessee under said proprietary lease, and 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 said proprietary lease, under certain circumstances therein set forth, is contingent upon the surrender of this certificate to the corporation. The shares represented by this certificate are transferable only in the manner and subject to the conditions set forth in said proprietary lease."

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premises, shall be deemed to be objectionable conduct); provided, however, that in the event that the Lessee shall feel that the Board of Directors was not justified in terminating this lease on such account he shall at his election be privileged to have the matter considered by the shareholders of the Lessor. Unless the Lessee shall file a written notice of appeal with the Secretary of the Lessor before the expiration of thirty days after the receipt of notice of the termination of this lease by the Board of Directors of the Lessor he shall be deemed to have elected to waive this right of appeal. If the Lessee elects to appeal as herein provided, a special meeting of the shareholders shall be called as soon as practicable for the purpose of considering the appeal and in such case the vote or action taken at such meeting by a majority in amount of the shares of stock of said corporation shall be final and conclusive. In the event of an appeal by said Lessee to the shareholders of said corporation the right to terminate this lease shall be suspended until said shareholders have acted on this matter as herein provided. If the shareholders at the aforesaid shareholders' meeting determine as herein provided that the tenancy of the Lessee is undesirable, this lease and the term hereby created shall come to an end immediately or the Lessor may at its option re-enter the demised premises 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 that at any time during the term of this lease the Lessee (a) shall be adjudicated a bankrupt under the laws of the United States; or (b) shall make a general assignment for the benefit of his creditors; or (c) if a receiver for the interest of the Lessee hereunder or of all of the Lessee's property shall be appointed by any court of competent jurisdiction, which appointment shall not be vacated within thirty (30) days after the appointment of such receiver; or (d) the Lessee's interest hereunder shall be levied upon by virtue of an execution and offered for sale pursuant thereto; or (e) if Lessee shall fail, for a period of 15 days after written demand therefor, to pay the rent herein reserved or other moneys due hereunder; or (f) if the Lessee shall violate any of the terms, covenants and conditions herein contained to be by the Lessee kept and performed, 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 him.

D. In the event of any attempted assignment or subletting in violation of the terms hereof, or in the event the Lessee shall abandon said demised premises.

22. The Lessee hereby waives any and all other notices, 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 to C of paragraph 20 of this lease, or in the event of the termination of this lease or the re-entry of the Lessor pursuant to or by virtue of any of the events or contingencies mentioned in the subparagraphs designated A to D of paragraph 21

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(d) That the failure of the 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 or the waiver of any breach of covenant, shall not be construed as a waiver of any succeeding breach of such covenant or a relinquishment for the future of such option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent from the Lessee or from any subtenant to be applied toward the payments due to the Lessor with or without knowledge of the breach of any covenant hereof, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts after each breach shall not 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 collector, employee or agent of the Lessor or in any other manner except by the action of the Lessor in writing.

(e) That the Lessor may pursue any of its remedies in this lease provided, or which may be allowed at law or in equity, either separately or concurrently, and that any and all of its rights and remedies are cumulative and not alternative, and shall not be exhausted by the exercise thereof on one or more occasions. It is also covenanted and agreed by the Lessee that after the service of notice or the commencement of suit, or after final judgment for the possession of the Apartment, the Lessor may collect and receive any rent then due, and the payment of such rent shall not waive nor affect such notice, suit, judgment, or any other right of the Lessor.

(f) That all covenants and agreements, conditions and undertakings in this lease contained, shall extend and inure to and be binding upon the parties hereto, and the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto, the same as if they were in every case named and expressed, and that the same shall be construed as covenants running with the land, and wherever in this lease reference is made to the Lessor or the Lessee, it shall be held to include and apply to the heirs, legal representatives, successors or permitted assigns of such party, the same as if in each and every case so expressed 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, male or female, provided that the Lessee may not assign except as herein provided.

(g) That the invalidity of any one or more phrases, clauses, sentences or paragraphs hereof shall not affect the remaining portions of this indenture, or any part thereof, all of said phrases, clauses,

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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 demised premises to the Lessor, and agrees that the mere retention of possession thereof by Lessee of the demised premises shall constitute a forcible detainer, and that it shall be lawful for the Lessor, at its election at any time thereafter and without further demand or notice, either to declare said term ended or not as it may see fit, and to reenter the demised premises or any part thereof, either with or without process of law, and remove any and all persons and property therefrom, and the Lessee may use such force as may reasonably be necessary in expelling and removing the Lessee or other occupants of the demised premises without being liable to indictment, prosecution or damage therefor, and such entry shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due, nor a waiver of any covenant, agreement or promise in this lease contained to be kept and performed by the Lessee.

23. In the event of reentry by the Lessor under the terms hereof, the Lessor may at its option and without terminating the term hereof, relet the demised premises or any part or parts thereof for such rent and upon such terms as shall be satisfactory to the Lessor, and may collect the rents therefor and for the purpose of such reletting may make any decorations, repairs or alterations or additions in and to said demised premises as may in its judgment be necessary and convenient, and is hereby authorized to deduct from the rentals so collected on such reletting, the cost of same as well as any expenses of reletting, such as commissions and advertising, and apply the net amount so received *pro tanto* in payment of the rent herein reserved. If the Lessee sublets the demised premises with the consent of the Lessor and Lessee makes default in the payment of the rents herein reserved, the Lessor may at its option and without terminating this lease, collect the rent from such sublessee and apply the same *pro tanto* in payment of the rent herein reserved. Collection of rents in case of reletting by the Lessor or in case of subletting by the Lessee shall not be deemed a waiver by the Lessor of any covenant herein or a release of the Lessee from the performance of the covenants herein contained to be by the Lessee performed, and in each case the Lessee agrees to pay the deficiency in the rents collected, if any there be.

24. In the event of the termination of this lease by lapse of time or otherwise, the Lessee agrees to surrender possession of the demised premises in good condition, less by fire or other casualty, reasonable wear and tear which cannot be remedied by repairs as herein provided,

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shall be paid up to the date of such termination and the premises shall have been maintained in good and tenantable condition, and provided, further, that at or prior to the date of such termination the Lessee shall have surrendered to the Lessor (properly endorsed and bearing all stock transfer stamps which may be required by law) the certificate or certificates for all of the shares of the stock of the Lessor which shall have been owned and held by the Lessee to qualify him to own this proprietary lease.

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

(a) That none of the owners, present or future, of the stock of the Lessor, nor any directors or officers, present or future, of the Lessor, shall be personally liable upon any of the covenants or agreements of the Lessor contained in this instrument.

(b) That the Lessee hereby waives the giving of any and all notices required by the statutes or laws of Illinois, except as herein provided, and agrees that in every case where under any of the provisions of this lease, or in the opinion of the Lessor, it shall or may become necessary or desirable for the Lessor to serve on the Lessee any demand or notice of any kind or character, service thereof shall be sufficient if (a) personally served on the Lessee or any member of his family above the age of fifteen (15) years or if (b) mailed by the Lessor to the Lessee by United States registered mail, postage prepaid, addressed to the Lessee at such address as the Lessee shall theretofore have furnished to the Lessor in writing, or if no such address shall have been furnished the Lessor then at the premises hereby demised, and the giving or serving of such notice or demand in any one or more 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) That all proprietary leases on the apartments of the Apartment Building entered into between the Lessor and shareholders of the Lessor shall contain substantially the same covenants and agreements as herein set forth; provided, however, that the form and substance of this lease may be changed with the consent of the holders of at least two-thirds in amount of the capital stock of the Lessor at the time outstanding through an apt resolution to that effect adopted at a meeting of the shareholders of the Lessor duly called for such purpose. In the event that the form of proprietary leases shall be changed in accordance with the above provision, the Lessee covenants and agrees that he will at the option of the Lessor surrender and cancel this lease and will execute said new form of lease for the balance of the demised term, upon the tender thereof in form as aforesaid.

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excepted, and deliver the keys to the Lessor without any demand or notice whatsoever, and the mere retention of possession thereafter shall constitute a forcible detainer, and the Lessee hereby agrees to pay, as liquidated damages for the whole time that such possession is withheld, a sum equal to four times the amount of the rent due and payable during the time of said withholding under the terms of this lease, prorated for each and every day of such withholding.

25. In the event of a re-entry by the Lessor under any of the provisions of the subparagraphs designated A to D of paragraph 21 hereof, the Lessee shall have thirty (30) days after the date of such termination within which to sell his qualifying shares of stock of the Lessor to an applicant for a proprietary lease of the Apartment acceptable to the Lessor as an occupant thereof and during such time the Lessor will not lease the Apartment to any one else, and the Lessor agrees in such case also that if the Lessee shall thus pay all of such amounts promptly as aforesaid and shall procure a bona fide purchaser of his said qualifying shares of the stock of the Lessor who shall be approved by the Board of Directors of the Lessor as an acceptable occupant of the Apartment, the Lessor will on request execute and deliver a new proprietary lease of the Apartment similar in terms and form to this lease to such approved purchaser for the then unexpired portion of the original term hereof.

26. The Lessor, subject to the limitations of liability hereinafter stated, hereby covenants with the Lessee as follows:

(a) The Lessee, upon paying the rents and performing the covenants of the 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 Apartment 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 the Lessor, its successors or assigns; provided, however, that the Lessor shall have full power to determine the manner of maintaining and operating the Apartment Building.

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

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27. The Lessor will keep full and correct books of account, and the same shall be open to inspection by the Lessee, or a duly authorized representative of the Lessee, at such reasonable times as may be fixed by the Board of Directors of the Lessor. The Lessor shall also, at the end of each of its fiscal years, furnish to the Lessee a statement of the income and disbursements of the Lessor for that year.

28. The Lessor shall at all times keep the Apartment Building insured in a reasonable amount against loss or damage by fire and windstorm, against liability under the Workman's Compensation Law, and shall maintain a reasonable amount of public liability, elevator and boiler insurance.

29. The Lessor will not hereafter execute any mortgage or trust deed on said premises without the previous consent thereto of the holders of at least two-thirds in amount of the shares of stock of the Lessor at the time outstanding.

30. In the event of the death of the Lessee at any time during the term of this lease or any extension thereof, or of the death of the husband of the Lessee if the Lessee be a married woman living with her husband, then the executor or administrator of the Lessee or the Lessee if a married woman, shall have the right to terminate this lease on the last day of any month following such death during the period of nine months from and after the date of such death, provided at least three months' prior notice in writing shall have been given to the Lessor by said executor or administrator or said Lessee if a married woman, and provided that all rentals and other indebtedness due to the Lessor shall be paid up to the date of such termination and the premises shall have been maintained in good and tenantable condition. Upon the death of any joint lessee, the surviving lessee or lessees shall have the same right to terminate this lease upon the same terms and conditions as are herein provided for an individual lessee. Anything in this paragraph 30 contained to the contrary notwithstanding, the right herein given to terminate this lease shall also be contingent upon the surrender to the Lessor at or prior to the date of such termination (properly endorsed and bearing all stock transfer stamps which may be required by law) of the certificate or certificates for all of the shares of the stock of the Lessor which shall have been owned and held by the Lessee to qualify him to own this proprietary lease.

31. The Lessee shall have the right to terminate this lease on the last day of any month after the expiration of the first year of the term hereof, provided that he shall have given to the Lessor not less than six (6) months prior notice in writing of intention so to terminate and provided that all rentals and other indebtedness due to the Lessor

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(c) The Lessor shall keep in good order, condition and repair the foundations, walls, supports, beams, roofs, gutters, cellars, sidewalks, fire escapes, chimneys, boilers, pumps, tanks, stoves, refrigerators, front and rear entrances, main halls, stairways, porches, elevators and all main and principal pipes for carrying water, gas or steam through the said building and the main drain pipes and electrical conduits, together with all plumbing apparatus intended for the general service of the building, and all plumbing and heating apparatus in the Apartment, it being agreed that the Lessee shall give the Lessor prompt notice of any disorders or defects requiring repairs to be made, and shall at all reasonable times allow the representatives of the Lessor to enter and inspect the Apartment for the purpose of determining the necessity and character of any such repairs and of making the same, and upon reasonable notice to permit the Lessor or its agents to remove such portions of the walls, floors and ceiling of the Apartment as may be required for the purpose of making such repairs, all portions so removed to be replaced by the Lessor as soon as reasonably can be done, in as good condition as before removal. If the 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, the Lessor or its agents may forcibly enter the Apartment without rendering the Lessor or such agents liable for any claim or cause of action for damages by reason thereof or by reason of the making of such repairs after entry (if during such entry the Lessor shall accord reasonable care to the Lessee's property), and without in any manner affecting the obligations and covenants of this lease. It is, however, expressly understood that the right and authority hereby reserved does not impose, nor does the 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 therewith in any manner connected, except as herein expressly provided. All repairs and replacements which the Lessor agrees to make shall be paid for by the Lessor unless rendered necessary by the act, neglect or carelessness of the Lessee or any of his family or his or their guests, employees, or agents, in which event the expense shall be borne by the Lessee.

(d) If the Lessor shall make any repairs or improvements or do any other work in or about the Apartment Building or the Apartment, the 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 the Lessee, and when reasonably necessary the Lessor may omit or interrupt the service provided for the Lessee until all necessary repairs or improvements shall have been made and completed, without in any manner or respect affecting or modifying the

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obligations or covenants of the Lessee herein contained. The foregoing undertakings of the Lessor are upon the express condition that there shall be no diminution or abatement of rent nor shall there be any other compensation for failure to perform the same 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 supplies or labor, or to some cause other than gross negligence on the part of the 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 Apartment Building or to its appliances nor for any space taken to comply with any law, ordinance or order of a government authority, and the sole liability of the Lessor hereunder shall be limited to the cost of making such repairs, replacements, or other work.

(e) In the event that the building of which the demised premises are a part shall be injured or damaged by fire or other casualty to an extent less than fifty per cent (50%) of its then full insurable value, or in the event the Lessor or a mortgage trustee or mortgagee, if any there be, elects to repair or rebuild under the provisions of subparagraph B of paragraph 20 hereof, then the Lessor, mortgage trustee or mortgagee shall repair or rebuild the same at the expense of the Lessor, the 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 same was erected, as speedily as possible, delays caused by labor troubles, inability to obtain materials, governmental regulations, acts of God and the public enemy being excused. During the time that the demised premises shall be rendered untenable by such fire, explosion or other casualty, the rent herein reserved shall be abated.

(f) The Lessor shall, at its own expense, annually clean and decorate the demised premises in a good and workmanlike manner and with as little inconvenience to the Lessee as possible; provided, however, that the maximum liability of the Lessor for cleaning and decorating in any twelve-month period, commencing May 1, shall not exceed one month's rent, at the rate payable by the Lessee during such twelve-month period. In lieu of annual cleaning and decorating by the Lessor as aforesaid, the Lessee may elect to clean and decorate the demised premises, in which event, the Lessee shall be entitled to a credit or refund from the Lessor in the amount of one month's rent at the monthly rate in effect during the twelve months period commencing May 1, in which such cleaning and decorating is done. As a condition to such credit or refund, the Lessor may require receipt of paid bills or other evidence establishing that the cleaning and decorating has been done at a cost of not less than such one month's rent.

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## LEGAL DESCRIPTION

Lots 10, 11, and 12 (except the South 15.88 Feet of said Lot 12) in Block 9 in H.O. Stone's Subdivision of Astor's Addition to Chicago, in the North fractional half of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**P.I.N #17-03-113-003**

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Real Estate Sales

Property Management

Mortgages

Insurance

## LATHOMUS & CO.

FIFTEEN EAST SUPERIOR STREET  
CHICAGO, ILLINOIS 60611  
WHITEHALL FOUR-TWO-SIX-ONE-ONE

### NOTIFICATION

TO PURCHASERS OF COOPERATIVE APARTMENTS IN

LA THOMUS & COMPANY MANAGED BUILDINGS

Your proprietary lease provides that any alterations - carpentry work, plumbing, structural work, or air-conditioning installations, must be approved by the Board of Directors of the building corporation prior to the commencement of the work. The approval is to be obtained through the La Thomus & Company office, who will present any such request to the Board.

No contractor for carpentry, plumbing, air-conditioning or other trade is to be employed to do work in the building unless first approved by La Thomus & Company.

It is suggested that if any such work is contemplated in the apartment which you have purchased you have your contractor address a letter to my attention outlining the work to be done and including, if possible, a sketch of any changes to be made.

LA THOMUS & COMPANY

By:

Wallis L. Weiner

TO: \_\_\_\_\_

DATED: 4/10/81

RE: Apartment 125

Building 1209 N Astor

R. A. Gallant  
Purchaser

(Signed)

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By: \_\_\_\_\_

Permission Granted: \_\_\_\_\_

Unit: \_\_\_\_\_

By: \_\_\_\_\_

If consent is given to have the animal in my apartment, I fully understand that this consent may be withdrawn at any time if, at the Board of Directors sole discretion, the animal shall be a nuisance to my neighbors or otherwise undesirable.

Animal	Breed	Sex	Color	Age	Weight
	NONE				

Description of my animal is as follows:

(g) Additional permission must be obtained from the Board of Directors, or their agents, in the event I may desire to keep more than one pet.

(f) No breeding of animals will be allowed.

(e) If the animal disturbs other residents of the building by crying, barking or biting, notice will be given to have the annoyance discontinued, and if not corrected, the animal must be removed from the building.

(d) Each resident owning any animal shall assume full responsibility for personal injuries or property damage caused by animals and each resident must agree in writing before obtaining consent to have an animal in the building, to indemnify the lessor and hold it harmless against any loss, claim or liability of any kind or character whatsoever arising from or growing out of the privilege of having an animal in the building.

(c) Animals of visitors to the building must be brought in and taken out of the rear door and to and from apartments in the service elevator. All responsibility shall rest with the residents of the apartment visited.

(b) When taken in or out, the animal must be on a leash or in a pet carrier and attended by an adult.

(a) Animals must be taken at all times in and out of the building through the rear door and to and from apartments in the service elevator through the garage entrance only.

I hereby request permission to keep an animal in my apartment. I understand that the following are the House Rules regarding keeping an animal in the apartment, and I agree to abide by these Rules:

Board of Directors:

To be signed and returned to the Board of Directors and copy to be attached to the Building Rules and Regulations for Unit 125. Date: 4/16/81

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(seal) Rose O. Edelson

(seal) Mitchell Edelson

Assistant Secretary

Attest:

President

By

TWELVE NINE ASTOR BUILDING CORPORATION,

Executed as of the day and year first above written.

and that as hereby expressly modified, said Lease, as heretofore amended, shall remain in full force and effect.

"30th day of April, A.D. 2044"

wherever they appear in the Proprietary Lease of the aforementioned apartment shall be and they are hereby amended to read

"30th day of April, A.D. 1970"

NOW, THEREFORE, it is agreed by and between the Lessor and Lessee that the words

Lease to April 30, 2044,

WHEREAS, the parties desire to extend the term of said

of said building now provides for the expiration of the term thereof on April 30, 1970; and

ment 12-S on the 12th floor in the South tier

WHEREAS, the Proprietary Lease from Lessor to Lessee of Apartment

1209 Astor Street, Chicago, Illinois and all of the apartments therein are leased to tenant-shareholders under Proprietary Leases; and

WITNESSETH:

of Chicago, Illinois, hereinafter called "Lessee,"

an Illinois corporation, hereinafter called "Lessor" and MITCHELL EDELSON AND ROSE O. EDELSON, as joint tenants with right of survivorship, and not as tenants in common

TWELVE NINE ASTOR BUILDING CORPORATION,

June, 1965, between

This Agreement, made and entered into this 17th day of

1209 Astor Street, Chicago, Illinois

OF APARTMENT 12-S

AMENDMENT TO PROPRIETARY LEASE

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## TWELVE NINE ASTOR BUILDING CORPORATION

### Summary of Changes in Proprietary Leases

1. Sub-section 26(f) (page 17) relating to cleaning and decorating to be done by Corporation to the extent of 1 month's rent, was eliminated in 1948.
2. In 1963 the Corporation and tenant-shareholders waived their respective rights of recovery against each other or any other party for any loss or damage caused by fire or any other cause covered by insurance, to the extent of the insurance recovery.
3. At the June 17, 1965 shareholders' meeting, the extension to April 30, 2044 of the term of the leases of all tenant-shareholders desiring such extension was approved.

### Rules and Regulations adopted by Board of Directors April 5, 1960

1. Plumbing repairs are paid for by the Corporation, but replacement of plumbing fixtures and repair, maintenance and replacement of all other fixtures and equipment is the responsibility of the tenant-shareholder.
2. Tenant-shareholder pays for damage due to water overflow caused by his negligence, including structural repairs and decorating.
3. Corporation pays for damage to plaster or decorating caused by defects in the roof.
4. Corporation pays for repairs of structural damage caused by leaking steam or water pipes or moisture penetration due to faulty tuck-pointing or caulking around windows, but is not responsible for cost of redecorating.
5. Corporation makes necessary repairs to window frames to insure their proper operation and to weather stripping to keep windows and fire escape doors reasonably water tight, unless an unusual amount of weather stripping or repairs is required in an individual apartment.
6. The decorating of the front elevator entrance halls above the ground floor is paid for as to each floor by the individual tenant-shareholders residing on such floor.
7. Tenant-shareholder may not make or permit any alterations, improvements or additions in his apartment, or to the exterior or interior of the building, without the written consent of the Corporation.
8. No radio aerial or television antenna may be installed outside of an apartment, or on the roof, without the written consent of the Corporation.

June 17, 1965

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