

Norris, Frederick
9902322

UNOFFICIAL COPY

~~Trust Copy~~

91648390

APARTMENT LEASE

Between

860 LAKE SHORE DRIVE TRUST

Lessor

and

DEPT-01 RECORDS 934.80
FBI 12/10/91 14:31:00
91648390
COUNTY RECORDER

Property of Cook County Clerk's Office

~~Assigned to [unclear]~~

assigned September 8, 1976 unto DR MARION MARCUS ROTTMAN
and ETHEL ROTTMAN APPELBAUM

AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP
AND NOT AS TENANTS IN COMMON

assigned to Frederick Norris, Jr. 10/31/89

Office

[Handwritten signature]

91648390

3H

UNOFFICIAL COPY

On Sept 14, 1959. 93

91643090

FIRST SECURITY BANK OF CHICAGO
196 EAST PEARSON
CHICAGO ILLINOIS 60611

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B

BASE ASSESSMENT SCHEDULE — 860 LAKE SHORE DRIVE

Floor	J	K	L	M
	Northwest	Northeast	Southwest	Southeast
3	\$193.20	\$235.50	\$208.90	\$230.65
4	199.25	241.50	214.95	236.70
5	153.65	241.50	221.00	242.70
6	211.35	299.15	227.05	248.75
7	213.75	253.60	242.70	251.20
8	216.15	256.00	245.15	253.60
9	218.55	258.40	247.55	256.00
10	221.00	260.85	249.95	258.40
11	223.40	263.25	252.40	260.85
12	225.80	265.65	254.80	263.25
13	228.25	268.10	262.05	265.65
14	230.65	277.75	263.25	268.10
15	234.25	278.95	264.45	270.50
16	235.50	280.15	265.65	272.90
17	236.70	281.35	266.85	277.75
18	237.90	282.55	268.10	298.25
19	239.15	283.80	269.30	299.50
20	240.30	285.00	270.50	300.70
21	241.50	286.20	271.70	301.90
22	242.70	287.40	272.90	303.10
23	243.95	288.60	274.10	304.30
24	245.15	289.80	275.35	374.05
25	246.35	291.00	208.00	306.70
26	123.75	292.25	277.75	
		417.25		

Property of Cook County Clerk's Office

91648390

UNOFFICIAL COPY

Lessor shall notify Lessee in writing of any such increase or decrease not later than March 1st of any year, and Lessee shall thereupon pay the assessment specified in such notice monthly in advance, commencing on the first day of May for the succeeding twelve (12) months and for each succeeding twelve (12) months, unless and until a further notice of increase or decrease in the assessment is given by Lessor to Lessee, as herein provided.

The right to establish the amount of, and to require increases or decreases in, the assessments to be paid by Lessee shall be possessed only by Lessor and shall not pass to any receiver, trustee or creditor of Lessor.

Failure of the Managing Trustees to make a determination of assessments as herein provided shall not act as a waiver or release in any manner of Lessee's obligation to pay such assessments whenever determined and Lessee shall be obligated to continue to pay at the then current assessment rate until a new assessment is determined.

- (b) Lessor's customary charges for furnishing electric current to Apartment. Lessor may establish such charges as a flat monthly rate, irrespective of actual consumption of electric current, and may further establish special charges (at a flat rate or otherwise) for utilities consumed by air conditioning equipment or for electric current consumed by other special equipment that may be installed by Lessee. Lessee's failure to pay Lessor's monthly charges for the foregoing items shall entitle Lessor, upon not less than thirty (30) days' written notice, to discontinue furnishing electric current to Lessee, and no such discontinuance shall be deemed an eviction or disturbance of Lessee's use of Apartment or render Lessor liable for damages or relieve Lessee from performance of Lessee's obligations.
- (c) Lessor's customary charges for services made available by Lessor and ordered by Lessee, including but not limited to maid service, window washing, laundry and valet service, garage services and garage supplies.
- (d) All costs, charges and expenses, including the fees of attorneys, agents and others retained by Lessor, which are paid or incurred by Lessor in enforcing any of the terms or covenants of this lease against Lessee, whether by institution of legal action or otherwise, or which are paid or incurred by Lessor in any litigation, negotiation or transaction in which Lessee causes Lessor to become involved or concerned without the fault of Lessor, all of which sums shall be due and payable upon demand by Lessor.
- (e) All other sums required by this lease to be paid to Lessor by Lessee.

If any of the foregoing sums are not paid on or before thirty (30) days after the same shall become due, Lessee agrees to pay interest thereon from the due date thereof until paid at the rate of seven (7) per cent per annum, and such interest is agreed to constitute an addition to the assessment hereunder, due and payable on demand.

OTHER OBLIGATIONS OF LESSOR

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

- (a) Lessee, upon paying the amounts referred to in Paragraph 3 and performing the covenants of Lessee herein set forth, shall at all times during the term hereof be entitled to the use of such facilities in or about the apartment buildings as may be provided generally for the use of the other tenants of similar apartments therein;

UNOFFICIAL COPY

91649330

(a) An assessment, determined as hereinafter provided and payable in advance on the first day of every calendar month during the term hereof. For the period ending April 30, 1959, the monthly assessment for Apartment and every other apartment in the 860 and 880 Lake Shore Drive buildings shall be the respective amounts shown for Apartment and such other apartments in the schedules attached hereto as Exhibits A and B and hereby made a part hereof. The Managing Trustees of Lessor shall, by resolution adopted not later than March 1 of each year commencing with 1959, determine whether the assessments shall be continued at the same level, increased or decreased for the twelve month period commencing on the next succeeding May 1. In determining whether assessments for such succeeding twelve-month period shall be maintained, increased or decreased, the Managing Trustees shall estimate the funds which, in their judgment, will be required by Lessor during such succeeding twelve-month period for the payment of all kinds, water rates, insurance premiums, operating expenses, the cost of repairs, additions, improvements, alterations and replacements to the buildings, annual interest and principal payments on mortgage indebtedness, remaining expenses, and, if deemed advisable, a reserve fund for such needs as the Managing Trustees shall determine. If the Managing Trustees shall determine that the assessments for apartments in the buildings shall be increased or decreased, any such increases or decreases shall be in proportion to the assessments set out in Exhibits A and B.

3. Lessee will pay to Lessor as a condition of the continued right of occupancy of Apartment, in lawful money of the United States of America, at the office of Lessor, 860 Lake Shore Drive, Chicago, Illinois, or such other place in Chicago, Illinois as Lessor may from time to time designate in writing:

2. The term of this lease shall be from June 1, 1958 until April 30, 1959 and then from year to year thereafter during the continuance of 860 Lake Shore Drive Trust, unless sooner terminated as hereinafter provided.

1. Lessor hereby leases to Lessee, for use as a private dwelling of Lessee and his family only, Apartment 5-A, 860 Lake Shore Drive, Chicago, Illinois (hereinafter called "Apartment"). (SEE LEGAL DESCRIPTION ATTACHED)

NOW, THEREFORE, it is mutually agreed as follows:

WHEREAS, Lessee is the owner of a Certificate of Beneficial Interest of Lessor and wishes to rent the apartment herein described on the terms and conditions hereinafter set forth;

AND WHEREAS, Lessor is owner of the two apartment buildings commonly known as 860 and 880 Lake Shore Drive, Chicago, Illinois; and

WITNESSETH:

This lease executed *June 1, 1958* between 860 LAKE SHORE DRIVE TRUST (hereinafter called "Lessor"), a trust created pursuant to agreement dated as of April 1, 1949 between ROSS J. BEATTY, JR., GEORGE F. BROWN and FRANK KATZIN, as Managing Trustees, and THE TRUST COMPANY OF CHICAGO as Trustee, and *John M. ...* (hereinafter called "Lessee").

APARTMENT LEASE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

91648550

UNOFFICIAL COPY

ASSIGNMENT BY LESSEE

For value received, the undersigned Lessee hereby assigns all his/her/their right and title and interest in and to the within Lease and after.....
unto
of the City of Chicago, Illinois.

.....(SEAL)

.....(SEAL)

Lessee

Property of Cook County Clerk's Office

ACCEPTANCE BY ASSIGNEE

In consideration of the foregoing assignment and the written consent of Lessor thereto, the undersigned hereby assumes and agrees to keep and perform all the covenants, promises, conditions and agreements of the within Lease by Lessee therein to be kept and performed and agrees to make all payments provided by said Lease from and after

....., and further agrees that no further assignment or subletting of the premises described in said Lease, or any part thereof, shall be made except in accordance with the terms thereof.

.....(SEAL)

.....(SEAL)

CONSENT TO ASSIGNMENT

860 LAKE SHORE DRIVE TRUST by its Agent, at the direction of its Managing Trustees, hereby consents to the assignment of the within Lease to the Assignee(s) hereinbefore named, in consideration of the covenants, promises and agreements set forth in the foregoing assignment and acceptance.

Dated at Chicago, Illinois.....

860 LAKE SHORE DRIVE TRUST

By.....(SEAL)

Agent

UNOFFICIAL COPY

liable to Lessee for failure, for any reason, to secure reimbursement for insurance proceeds which would reduce Lessee's liability under Paragraphs 4(c), 8, 20 or 22 hereof, nor shall Lessor be liable to Lessee or to any other person for any amount which Lessor's liability insurance carrier does not pay for any reason, including Lessor's claimed negligent act or omission in connection with the claim, by reason of which Lessee's waivers in Paragraph 24 hereof become operative.

- 06681916
- (g) The foregoing undertakings of Lessor are upon the following express conditions: that there shall be no diminution or abatement of assessments or other amounts required to be paid by Lessee hereunder, and that Lessor shall not be liable in damages, for failure to perform such undertakings or for interruption or curtailment of service, when such failure, interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made, or to inability or difficulty in securing supplies or labor, or to some cause other than gross negligence on the part of Lessor; that no diminution or abatement of assessment or other amounts required to be paid by Lessee hereunder, and no other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to Apartment or the apartment buildings or to its appliances nor for any space taken to comply with any law, ordinance or order of a government authority, and that the sole liability of Lessor hereunder shall be limited to the cost of making such repairs, replacements, or other work.

OTHER OBLIGATIONS OF LESSEE

5. Lessee agrees that the character of the occupancy of Apartment is an especial consideration and inducement for the granting of this lease and that he will be responsible for the conduct of all persons in or about Apartment 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 Apartment or the apartment buildings, or obstruct the public halls or stairways of the apartment buildings; that he, his family and all persons dwelling or visiting in 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 Lessor may from time to time, in its sole discretion, deem necessary; that he will not permit or suffer anything to be done, brought, or kept in Apartment which will vitiate any policy of insurance on the apartment buildings or the contents thereof, or increase the fire insurance rate thereon, and he shall not use or permit Apartment to be used for any unlawful purpose, and that he, his family and all persons dwelling or visiting in Apartment shall promptly comply with all the laws, rules, orders, or regulations applicable to Apartment, made by any lawful authority, Municipal, State or National.

6. Lessee will not use 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 Lessee and his family, or for a sublessee occupying the same with the consent of Lessor, as herein provided; 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 professional 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 or of Apartment, or by advertising, nor shall any room in Apartment be offered for rent in any manner or be rented without the prior written consent of Lessor.

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

UNOFFICIAL COPY

EXHIBIT A

BASE ASSESSMENT SCHEDULE — 880 LAKE SHORE DRIVE

Floor	A Northeast	B East	C East	D Southeast	E Northwest	F West	G West	H Southwest
3	\$128.25	\$110.50	\$110.50	\$121.35	\$119.55	\$106.85	\$106.85	\$119.55
4	131.30	113.50	113.50	124.40	122.55	109.90	109.90	122.55
5	134.35	116.50	116.50	127.40	125.60	112.90	112.90	125.60
6	137.35	119.55	119.55	130.45	128.60	115.95	115.95	128.60
7	138.55	120.75	120.75	131.65	129.80	117.15	117.15	129.80
8	139.75	121.95	121.95	132.85	131.00	118.35	118.35	131.00
9	141.00	123.20	123.20	134.05	132.20	119.55	119.55	132.20
10	142.20	124.40	124.40	135.25	133.40	120.75	120.75	133.40
11	143.40	125.60	125.60	136.45	134.65	121.95	121.95	134.65
12	144.60	126.80	126.80	137.65	135.85	123.20	123.20	135.85
13	145.20	127.40	127.40	138.25	136.45	123.75	123.75	136.45
14	145.80	128.00	128.00	138.90	137.05	124.40	124.40	137.05
15	146.45	128.60	128.60	139.45	137.65	124.95	124.95	137.65
16	147.00	129.20	129.20	140.10	138.25	125.60	125.60	138.25
17	147.65	129.80	129.80	140.65	138.90	126.15	126.15	138.90
18	148.20	130.45	130.45	141.30	139.50	126.80	126.80	139.50
19	148.85	131.05	131.05	141.90	140.10	127.45	127.45	140.10
20	149.50	131.65	131.65	142.50	140.70	128.00	128.00	140.70
21	150.05	132.25	132.25	143.15	141.30	128.65	128.65	141.30
22	150.70	132.85	132.85	143.70	141.90	129.20	129.20	141.90
23	151.25	133.45	133.45	144.35	142.55	129.85	129.85	142.55
24	151.90	134.10	134.10	144.95	143.15	130.45	130.45	143.15
25	152.55	134.70	134.70	145.55	143.70	131.05	131.05	143.70
26	153.10	135.30	135.30	146.20	144.35	131.65	131.65	144.35

91648390

UNOFFICIAL COPY

provided, however, that Lessor shall have full power to determine the manner of maintaining and operating the apartment buildings;

- (b) Lessor shall at its own expense maintain and operate the apartment buildings as first-class apartment buildings 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 an adequate number of attendants for the proper care and service of the apartment buildings; allow proper mechanical connections for supplying to Lessee electricity and telephones for use in the Apartment; and use proper diligence to keep the sidewalks and courts clean, free from obstruction and lighted;
- (c) Lessor shall keep in good order, condition and repair the foundations, exterior walls, supports, beams, roofs, gutters, basements, sidewalks, fire towers, chimneys, boilers, pumps, tanks, front and rear entrances, main halls, stairways, elevators and all main and principal pipes for carrying water, gas or steam through the apartment buildings and the main drain pipes and electrical conduits, together with all plumbing apparatus intended for the general service of the buildings, and all plumbing and heating apparatus in Apartment, it being agreed that Lessee shall give Lessor prompt notice of any disorders or defects requiring repairs to be made, and shall at all reasonable times allow the representatives of Lessor to enter and inspect Apartment for the purpose of determining the necessity and character of any such repairs and of making the same, and, upon reasonable notice, shall permit Lessor or its agents to remove such portions of the walls, floors and ceilings of Apartment as may be required for the purpose of making such repairs, all portions so removed to be replaced by Lessor as soon as reasonably can be done, in as good condition as before removal. All repairs and replacements which Lessor agrees to make shall be paid for by Lessor, unless rendered necessary by the act, neglect or carelessness of Lessee or any member of his family or his or their guests, employees, or agents and Lessor fails to receive proceeds of insurance fully reimbursing Lessor for the expense of such repairs and replacements, in which event such unreimbursed expense shall be borne by Lessee;
- (d) If Lessor shall make any repairs or improvements or do any other work in or about the apartment buildings, or Apartment, Lessor will execute such repairs and replacements and other work with due diligence and with as little interference as possible with the use of Apartment by Lessee, but when necessary Lessor may omit or interrupt the service provided for Lessee until all repairs or improvements shall have been made and completed, without in any manner or respect affecting or modifying the obligations or covenants of Lessee herein contained.
- (e) At such time following each April 30 as the independent public accountants regularly employed by Lessor shall complete their audit of Lessor's books and records for the year ending with such April 30, Lessor shall mail or cause to be mailed, a copy of the accountants' report or a condensed version thereof to Lessee.
- (f) Lessor shall at all times keep the apartment buildings insured in a reasonable amount against loss or damage by casualties covered by "fire and extended coverage" insurance, shall maintain a reasonable amount of public liability, elevator and boiler insurance, and shall maintain Workmen's Compensation insurance and such other insurance as Lessor may determine.

Lessor shall not be liable to Lessee by reason of any claim that any policy of insurance in force at any time is not reasonable in amount, the determination of such reasonable amounts to be within Lessor's sole discretion, nor shall Lessor be

UNOFFICIAL COPY

- 31645990 316458890
- (a) if Lessee shall make an assignment of this lease and the Certificate of Beneficial Interest of Lessor owned by Lessee as collateral security for a loan, which collateral assignment shall contain an agreement or provision satisfactory to counsel for Lessor that the assignee shall have no right to occupy Apartment without Lessor's prior consent in writing, together with such other provisions to secure the limitations hereof on sub-leases and assignments as counsel for Lessor may require; or
 - (b) if Lessee shall, while not in default hereunder, assign this lease together with said Certificate of Beneficial Interest to a trustee for the sole benefit of Lessee, his or her spouse, child or children; or
 - (c) if Lessee shall die and by virtue of any law of inheritance or of a valid will the ownership of said Certificate of Beneficial Interest and Lessee's interest in this lease shall be transferred to the surviving spouse, child or children of Lessee or to a trustee appointed under the provisions of the Last Will of Lessee for the benefit of such surviving spouse, child or children.

If 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 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.

12. The permission of Lessor to sublet Apartment in whole or in part shall not relieve Lessee hereunder of any of his obligations under this lease, but shall only be an approval of the sublessee as an acceptable occupant of Apartment at the time of the giving of such approval. No such permission shall be granted by Lessor for a period or periods aggregating more than twenty-four (24) months as to any Lessee (it being agreed that, in any case in which no consent to assignment of this lease is required under Paragraph 11 hereof, the assignee shall not be a new "Lessee" for purposes of this Paragraph 12).

13. All subleases shall expressly be made subject to all of the covenants, conditions and provisions of this lease and upon the termination of this lease, all subleases shall *ipso facto* terminate.

14. Since Lessee is entitled to this lease only by virtue of ownership of one of the Certificates of Beneficial Interest of Lessor, no assignment of this lease, when permitted by the terms hereof without the consent of Lessor, or otherwise, shall be valid unless simultaneously with or prior to such assignment the assignee, whether a Trustee or otherwise, shall acquire the ownership of said Certificate of Beneficial Interest owned by Lessee. No assignment of this Lease shall be permitted unless all debts and obligations of Lessee to Lessor hereunder have been fully paid and unless the assignee shall execute and deliver to Lessor an instrument in writing, in form satisfactory to Lessor, expressly accepting such assignment and agreeing to be bound by all of the covenants and obligations of Lessee hereunder.

Whenever Lessee under the provisions hereof shall be entitled to assign this lease and shall so assign it and the assignee shall acquire the ownership of Lessee's Certificate of Beneficial Interest of Lessor and deliver to 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.

UNOFFICIAL COPY

12. No tenant shall make or permit any disturbing noises in the buildings 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 in any event play or suffer to be played any radio, television or musical instrument in the demised premises between the hours of 11 o'clock P.M., and the following 8 o'clock A.M., if any other occupant of the building shall complain with respect thereto.

13. No animals or birds shall be permitted in the buildings except by written consent of Lessor, which consent shall be effective only with respect to the individual animal or bird for which the tenant has requested such consent. Any tenant who has received such written consent shall comply with the following rules:

- (a) Animals and birds must be taken in and out of the buildings through the rear doors only and shall not be permitted in the passenger elevators.
- (b) Animals and birds must be kept under personal supervision and control when being taken in or out.
- (c) Each tenant owning an animal or bird shall assume full responsibility for personal injuries or property damage caused thereby, and Lessor may require as a condition of considering an application for written consent that the tenant making such application agree in writing to indemnify Lessor against any loss, claim or liability of any kind or character whatsoever arising from the keeping of an animal or bird in the building.

14. In order to assure a uniform outside appearance to the buildings, tenants shall use only such drape linings, or such other materials visible from the exterior of the buildings, as Lessor may approve in writing (which approval may be given by the Managing Agents for the buildings). No other drapes, drape linings or other window hangings of any sort shall be hung between the windows and the drape linings or other materials approved by Lessor, nor shall any shades, awnings, window guards, light filters or other devices visible from the exterior of the buildings be used by tenants without Lessor's written approval given as aforesaid.

15. No tenants shall interfere in any manner with any portion either of the heating or lighting apparatus in or about any of the apartments or the apartment buildings.

16. 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.

17. Wet garbage shall be wrapped in paper, securely tied, and deposited in receptacles provided for that purpose. Bottles and cans shall be deposited in receptacles provided for that purpose.

18. 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 placed on the outside window sills.

19. The water shall not be left running any unreasonable or unnecessary length of time in any of the apartments.

20. No rugs shall be beaten in the halls, nor dust, rubbish or litter swept from any of the apartments or any room thereof into any of the halls or entryways of the apartment buildings except under the direction of the janitor.

UNOFFICIAL COPY

21. Laundry work shall be done only in the place or places set aside by Lessor for this purpose in the apartment buildings, at the times specified by notices posted in such place or places, and only the equipment provided by Lessor for this purpose shall be used.

22. Each tenant moving into or out of an apartment shall notify the manager in the office of the building and secure approval of a specific time for such moving at least 48 hours prior to the date of such moving. Moving is permitted only between the hours of 10 A.M. and 4 P.M. on weekdays and Saturdays, and at no time on Sundays and holidays.

23. No air conditioning or cooling equipment shall be installed in any apartment without the written consent of Lessor (which consent may be given by the Managing Agents for the buildings). Any tenant who has received such written consent shall comply with the following rules as to such installation:

- (a) No window air conditioning or cooling unit (or the dampers thereof) shall protrude outside the glass line of the window in which such unit is installed.
- (b) Every air conditioning or cooling unit shall be equipped with an airtight aluminum or steel shutter.
- (c) Every air conditioning or cooling unit visible from the street shall be of the same color as the exterior window frames of the buildings.
- (d) If any installation of an air conditioning or cooling unit requires removal of an entire glass pane from a window, the portion of the window not occupied by the unit shall be sealed with a plexiglass or aluminum shield.

and with such other rules of uniform application as the Managing Agents shall establish with respect thereto.

24. Doormen and other building employees not specifically charged with such duties shall not be requested or permitted to park cars for tenants or their guests, nor shall building employees be requested or permitted to perform other activities which are not part of the duties with which they are specifically charged.

25. Lessor reserves the right to amend these rules and to make such other rules and regulations from time to time as Lessor, in its sole discretion, may deem necessary. All amendments of and additions to these House Rules, and all rules and regulations hereafter adopted by Lessor, shall be effective upon being posted for a period of five (5) days in the mail rooms of the buildings, or in such other conspicuous place in the buildings as may be designated by notice so posted in the mail rooms, and no other notice thereof shall be required.

91648090

8. Lessee has examined Apartment prior to and as a condition precedent to his acceptance and the execution hereof, and Lessee's execution hereof is conclusive evidence of his receipt of Apartment in good order and repair. Lessee agrees that no representation as to the condition or repair of Apartment has been made by Lessor which is not expressed herein and that no promise or agreement to alter, remodel, decorate or clean Apartment, or any part thereof, has been made by Lessor, either before or at the execution hereof. Lessee shall keep the Apartment in good order, condition and repair and in a clean and sanitary condition and shall suffer no waste thereon or injury thereto. Lessee will repair all injury to Apartment and to the apartment buildings with respect to which Lessor is not fully reimbursed by proceeds of insurance and which has been caused by Lessee's act, neglect or carelessness or that of any member of his family or of any sublessee or that of any member of his family, or of any guest, employee or agent of Lessee or of such sublessee, and all such repairs shall be of quality and kind equal to the original work and all such repairs, alterations, additions or improvements made at any time shall be the property of Lessor without any compensation to Lessee therefor. In the event of any failure, refusal or negligence of Lessee, after notice in writing, to make such repairs, Lessor may, at its option, but without any obligation on its part so to do, make such repairs and any expense thereby incurred by Lessor shall be an additional amount due from Lessee to Lessor hereunder, payable on demand.

9. If Lessee is also the Lessee under a garage stall lease from Lessor demising a garage stall in the garage under the buildings owned by Lessor, any default by Lessee under such garage stall lease shall constitute a default under this lease which shall empower Lessor, at Lessor's sole option, to exercise the remedies available to it upon the occurrence of defaults hereunder.

10. Lessee, upon the termination of this lease by lapse of time or otherwise, or when Lessor shall be entitled to the possession of Apartment under the provisions hereof, will quit and surrender Apartment, including all equipment furnished by Lessor, and all additions, alterations and improvements to Apartment, 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 tear excepted, and Lessee shall promptly deliver to Lessor all keys to locks in or about Apartment, whether originally furnished to Lessee by Lessor or otherwise procured by Lessee, without any demand or notice whatsoever. If Apartment is not vacated by Lessee or his sublessee when Lessor may become entitled to possession thereof under the provisions hereof, Lessee agree to reimburse Lessor for all damages which Lessor may suffer by reason thereof or, at the option of Lessor, to pay, as liquidated damages for the whole time that such possession is withheld, a sum equal to four times the amount of the assessment due and payable during the time of said withholding under the terms of this lease, prorated for each and every day of such withholding.

SUBLEASE AND ASSIGNMENT PROVISIONS

11. It is expressly understood and agreed that the character of and restrictions upon the occupancy of Apartment, as hereinbefore expressed and limited, are an especial consideration and inducement for the granting of this lease and therefore 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 or sublet all or any part of the Apartment without in each case first obtaining the consent in writing of Lessor to the proposed assignment or subletting and any attempted assignment or subletting 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 or to Apartment; provided, however, that no such consent shall be required:

UNOFFICIAL COPY

18. Lessee shall have the right to terminate this lease on April 30th of any year of the term hereof, provided that he shall have given to Lessor not less than sixty (60) days' prior notice in writing of his intention so to terminate, and provided that all assessments and other indebtedness due to Lessor shall have been paid up to the date of termination, and Apartment shall have been maintained and shall be delivered to Lessor in good and tenant-able condition, and further provided that the Certificate of Beneficial Interest owned by Lessee shall have been surrendered to Lessor at or prior to the date of termination, properly endorsed and bearing all stock transfer stamps required by law.

17. Lessee hereby waives any and all notices, except as expressly provided herein, whether required by statute or otherwise, of any default or demand for possession. In the event of a termination of this lease pursuant to or by virtue of any of the events or contingencies mentioned in Paragraph 15(a) through 15(e) of this lease, or in the event of the termination of this lease or the termination of Lessee's right to possession of Apartment without terminating this lease, pursuant to or by virtue of any of the events or contingencies mentioned in Paragraph 16(a) or 16(b) of this lease, 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, Lessee agrees to quit and surrender up possession of Apartment to Lessor, and agrees that the mere retention of possession by Lessee of Apartment shall constitute a forcible detainer and that it shall be lawful for Lessor, at its election, at any time thereafter and without further demand or notice, whether this lease be terminated or not, to re-enter Apartment or any part thereof, either with or without process of law, and to remove any and all persons and property therefrom, and Lessor may use such force as may reasonably be necessary in expelling and removing Lessee or other occupants of Apartment 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 assessments due nor a waiver of any covenant, agreement or promise in this lease contained to be kept and performed by Lessee.

In the event of re-entry by Lessor under the terms hereof Lessor may at its option and without terminating the term hereof, let Apartment or any part or parts thereof for such rent and upon such terms as shall be satisfactory to Lessor, and may collect the rents therefor and for the purpose of such letting may make any decorations, repairs or alterations or additions in and to Apartment as may in its judgment be necessary and convenient, and is hereby authorized to deduct from the rents so collected for such letting, the cost of same as well as any expense of letting, such as commissions and advertising, and apply the net amount so received *pro tanto* in payment of the assessments herein reserved. If Lessee submits Apartment with the consent of Lessor, and Lessee agrees in the payment of the assessments herein reserved, 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 assessments herein reserved. Collection of rents in case of letting by Lessor or in case of subletting by Lessee shall not be deemed a waiver by Lessor of any covenant herein or a release of Lessee from the performance of the covenants herein contained to be by Lessee performed, and in each case Lessee agrees to pay the deficiency in the rents collected, if any there be.

17. Lessee hereby waives any and all notices, except as expressly provided herein, whether required by statute or otherwise, of any default or demand for possession. In the event of a termination of this lease pursuant to or by virtue of any of the events or contingencies mentioned in Paragraph 15(a) through 15(e) of this lease, or in the event of the termination of this lease or the termination of Lessee's right to possession of Apartment without terminating this lease, pursuant to or by virtue of any of the events or contingencies mentioned in Paragraph 16(a) or 16(b) of this lease, 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, Lessee agrees to quit and surrender up possession of Apartment to Lessor, and agrees that the mere retention of possession by Lessee of Apartment shall constitute a forcible detainer and that it shall be lawful for Lessor, at its election, at any time thereafter and without further demand or notice, whether this lease be terminated or not, to re-enter Apartment or any part thereof, either with or without process of law, and to remove any and all persons and property therefrom, and Lessor may use such force as may reasonably be necessary in expelling and removing Lessee or other occupants of Apartment 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 assessments due nor a waiver of any covenant, agreement or promise in this lease contained to be kept and performed by Lessee.

17. Lessee hereby waives any and all notices, except as expressly provided herein, whether required by statute or otherwise, of any default or demand for possession. In the event of a termination of this lease pursuant to or by virtue of any of the events or contingencies mentioned in Paragraph 15(a) through 15(e) of this lease, or in the event of the termination of this lease or the termination of Lessee's right to possession of Apartment without terminating this lease, pursuant to or by virtue of any of the events or contingencies mentioned in Paragraph 16(a) or 16(b) of this lease, 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, Lessee agrees to quit and surrender up possession of Apartment to Lessor, and agrees that the mere retention of possession by Lessee of Apartment shall constitute a forcible detainer and that it shall be lawful for Lessor, at its election, at any time thereafter and without further demand or notice, whether this lease be terminated or not, to re-enter Apartment or any part thereof, either with or without process of law, and to remove any and all persons and property therefrom, and Lessor may use such force as may reasonably be necessary in expelling and removing Lessee or other occupants of Apartment 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 assessments due nor a waiver of any covenant, agreement or promise in this lease contained to be kept and performed by Lessee.

17. Lessee hereby waives any and all notices, except as expressly provided herein, whether required by statute or otherwise, of any default or demand for possession. In the event of a termination of this lease pursuant to or by virtue of any of the events or contingencies mentioned in Paragraph 15(a) through 15(e) of this lease, or in the event of the termination of this lease or the termination of Lessee's right to possession of Apartment without terminating this lease, pursuant to or by virtue of any of the events or contingencies mentioned in Paragraph 16(a) or 16(b) of this lease, 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, Lessee agrees to quit and surrender up possession of Apartment to Lessor, and agrees that the mere retention of possession by Lessee of Apartment shall constitute a forcible detainer and that it shall be lawful for Lessor, at its election, at any time thereafter and without further demand or notice, whether this lease be terminated or not, to re-enter Apartment or any part thereof, either with or without process of law, and to remove any and all persons and property therefrom, and Lessor may use such force as may reasonably be necessary in expelling and removing Lessee or other occupants of Apartment 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 assessments due nor a waiver of any covenant, agreement or promise in this lease contained to be kept and performed by Lessee.

91649390

upon their being 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.

32. This lease includes all the changes which Lessor has made in the standard provisions of prior leases given by Lessor to the tenants (including Lessee) of the building of which Apartment forms a part. Lessee's prior lease of Apartment shall automatically terminate May 31, 1958 and be superseded hereby without the necessity for formal cancellation of such prior lease or for notice from either party to the other. The provisions hereof shall become effective at the commencement of the term hereof, except that the provisions of Paragraph 3(d) and 24 hereof shall apply and be effective as to all claims existing and actions pending at the commencement of the term hereof as well as to claims arising subsequent thereto, and except that any rights of possession existing, and any sums payable to Lessor, under the provisions of Lessee's aforesaid prior lease shall not be affected hereby.

SIGNATURES

33. This agreement is executed on behalf of 860 Lake Shore Drive Trust at the direction of the Managing Trustees of said Trust who have given such direction not personally but as Managing Trustees under the terms of that certain Trust Agreement dated April 1, 1949, creating the 860 Lake Shore Drive Trust, as amended; and it is expressly understood and agreed between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, and agreements herein made on behalf of Lessor are made and intended not as personal covenants, undertakings, and agreements of the Managing Trustees, the Trustees under said Trust, or the Certificate Holders, individually or collectively, or for the purpose of binding them or any of them personally, but this agreement is executed and delivered at the direction of the Managing Trustees solely in the exercise of the powers conferred upon them as such Managing Trustees, and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against them on account thereof or on account of any covenant, undertaking, or agreement herein contained, either express or implied, in such personal liability, if any, being hereby expressly waived and released by the parties hereto and by all persons claiming by, through, or under said parties.

IN WITNESS WHEREOF, the parties hereto have hereunto placed their hands and seals, all as of the day and year first above written.

91648390

860 LAKE SHORE DRIVE TRUST
HOGAN & FARWELL, INC., AGENT
By *[Signature]*
Lessor (SEAL)

X. Mrs. Maxine ...
Lessee (SEAL)

Lessee (SEAL)

UNOFFICIAL COPY

TERMINATION PROVISIONS

15. This lease and the estate hereby created shall cease, determine and the term hereof come to an end forthwith upon the occurrence of any of the following events:

(a) In the event the building of which the demised premises are a part shall be injured or damaged by fire or other casualty, to such a substantial extent that in the opinion of the Managing Trustees a continuation of the cooperative plan of operation of such building would not be practicable, unless within thirty (30) days from the settlement of the fire or other insured loss, Lessor or the Mortgage Trustee or Mortgagee, if any there be, shall elect to rebuild the building and give notice of such election within such time to Lessee, in which case Lessor or such Mortgage Trustee or Mortgagee shall rebuild the building with due diligence.

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

(c) In the event the \$60 Lake Shore Drive Trust shall be terminated, whether by expiration of time or otherwise, or the building of which the demised premises are a part shall be sold in connection with a termination of said Trust.

16. This lease and the estate hereby created shall, at the option of Lessor, cease, determine and the term hereof come to an end or, at the option of Lessor, Lessee's right to possession of Apartment shall terminate without termination of the term hereof, upon the occurrence of any of the following events:

(a) In the event Lessee shall at any time during the term of this lease cease to have standing of record in his name or the books of Lessor the Certificate of Beneficial Interest of Lessor owned by Lessee at the date of the execution of this lease except in connection with an assignment of this lease in accordance with the provisions hereof, provided, however, in the event Lessee shall die at any time during the term of this lease, either testate or intestate and thereupon by virtue of any law of inheritance or of a valid will the ownership of said Certificate of Beneficial Interest shall be transferred, said right of Lessor to terminate this lease by virtue of the above provision shall not be exercised for a period of eighteen (18) months from the date of the death of Lessee to enable the person or persons so acquiring said Certificate of Beneficial Interest to present evidence of ownership satisfactory to Lessor.

(b) In the event that at any time during the term of this lease (1) Lessee shall be adjudicated a bankrupt under the laws of the United States, or (2) Lessee shall make a general assignment for the benefit of his creditors, or (3) a receiver for the interest of Lessee herewith or of all of 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 (4) Lessee's interest hereunder shall be levied upon by virtue of an execution and offered for sale pursuant thereto, or (5) Lessee shall fail, for a period of fifteen (15) days after written demand therefor, to pay the assessments herein reserved or other moneys due hereunder, or (6) Lessee shall violate any of the terms, covenants and conditions herein contained to be by Lessee kept and performed (including the House Rules in force from time to time) 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 thirty (30) days after written notice thereof to Lessee, or (7) Lessee shall attempt to assign this lease or

01000000

UNOFFICIAL COPY

14

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 baby carriages, velocipedes, or bicycles will be allowed in the halls, passage-ways, areas, courts or passenger elevators of the buildings.
3. Children shall not be permitted to loiter or play on the stairways or in the halls, lobbies, or elevators.
4. Halls and stairways shall not be used for the storage of furniture, overshoes or other articles.
5. No automobiles shall be parked on the grounds owned by Lessor or on the adjoining streets in any areas where parking is prohibited by signs, curb marking or other form of notification. If any automobile of Lessee or of any other occupant of Lessee's apartment is parked in violation of this House Rule less than 120 days after written notice from Lessor to Lessee of a prior violation, Lessor shall have the right to cause such automobile to be towed away and stored at Lessee's expense, without liability on the part of Lessor, and the charges for towing and storage shall be an additional amount due from Lessee to Lessor, payable on demand.
6. Servants and employees of tenants and persons making deliveries to tenants shall not use the passenger elevators except when accompanied by such tenants.
7. All provisions, milk, ice, groceries, furniture, boxes and the like merchandise shall be taken into or removed from the buildings through the rear door of said buildings only. All damages to the buildings, caused by the moving or carrying of articles therein, shall be paid by the tenant or person in charge of such articles.
8. Tenants attired in beach or bathing wear shall be required to use the service elevators and entrances.
9. Tenants will not be allowed to put their names in any entry, passageway, vestibule, hall or stairway of the buildings, except in the proper places provided therefor in connection with their use of the apartments occupied by them.
10. No sign, signal, advertisements, or illumination shall be inscribed or exposed on or at any window or other part of the apartment buildings, except such as shall be approved by Lessor.
11. No radio or television installation requiring an outside antenna shall be made without the written consent of Lessor except that radio and television receiving sets may be connected to the outlets of the Master antenna system and ground connection in a manner approved by Lessor. Prior to any such installation Lessee shall pay to Lessor, or at Lessor's direction, the then prevailing charge for such installation and shall in addition pay the prevailing annual rates for maintenance of the master antenna system and ground connection, such maintenance charge to be payable in advance on the date of installation and each anniversary date thereof. No other radio or television wires, aerials or antenna systems or their appurtenances shall be placed on or attached to the buildings. Any installation not approved by Lessor may be removed by Lessor without notice. Lessor shall have the right to disconnect the lead-in and ground connections to the master antenna system when, in Lessor's opinion, the radio, television or other equipment of Lessee interferes with the proper operation of the master antenna or the radio or television reception of any other tenant. Lessor may at any time grant all the foregoing powers to a television antenna service company by contract therefor.

HOUSE RULES

01643390

UNOFFICIAL COPY

Lessee, for himself and all persons claiming by, through or under him, further covenants and agrees with Lessor that upon the making, executing and delivering by Lessor of any such mortgage, trust deed or agreement, Lessee, his spouse, and all persons rightfully claiming any estate or interest in or to Apartment by, through or under Lessor, shall from time to time, and at all times, at the request of Lessor or at the request of such mortgage, 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 assignments for the purpose of more fully subordinating to the lien of such mortgage, trustee, or party to any such agreement, all the right, title and interest herein granted and devised to Lessee, as Lessor or any said mortgage, trustee, or party to any such agreement shall require and as shall be tendered to be done and executed; and in pursuance thereof Lessee hereby irrevocably constitutes any attorney of any court of record, attorney for him and in his name

deeds now exist or shall be hereafter created. This lease and the interest of Lessee, his spouse, heirs, executors, administrators and assigns, in Apartment 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 upon the building and its improvements and the indebtedness and charges thereby secured to be paid according to the respective tenors thereof whether such mortgages or mortgages, trust deed or trust

25. Except to the extent of the proceeds of any insurance which may be carried by Lessor through or under 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 Lessor's agents or servants, all claims for damage, injury or interference referred to in this paragraph 24 being hereby expressly waived and released by Lessee.

24. Except to the extent of the proceeds of any insurance which may be carried by Lessor with respect thereto, Lessor shall not be liable for any injury or damage or to any other person claiming through or under 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 Lessor's agents or servants, all claims for damage, injury or interference referred to in this paragraph 24 being hereby expressly waived and released by Lessee.

24. Except to the extent of the proceeds of any insurance which may be carried by Lessor with respect thereto, Lessor shall not be liable for any injury or damage caused (a) by any latent defect in Apartment or in or about the apartment buildings, or (b) by the elements or (c) by tenants or other persons or (d) by steam, gas, electricity, water, rain or snow which may leak, flow or fall from any part of the buildings, or (e) by any defect in any pipes or wiring or (f) by the failure of water supply, gas supply or electric current, or (g) by the falling of any fixture, plaster or stucco, nor shall Lessor be liable for the presence of rodents, vermin, water bugs or other insects (nor shall their presence in any way affect this lease), or for interference with light or other incorporeal hereditaments by anyone other than Lessor. The foregoing enumeration is not intended to be all inclusive, and Lessor shall not be liable for any repairs or damage or injury to person or property in or about Apartment or the apartment buildings except to the extent of (h) the cost of making such repairs as are specifically required to be made by Lessor hereunder, or (i) the proceeds of any insurance which may be carried by Lessor with respect thereto.

Lessor shall not be responsible for any package or article left with, or entrusted to, an employe or agent of Lessor, except to the extent of the proceeds of any insurance which may be carried by Lessor with respect thereto.

WAIVERS

91648390

28. The failure of Lessor to insist in any one or more instances upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained or the waiver of any breach of covenant, shall not be construed as a waiver of any succeeding

27. Any notice which Lessor may give to Lessee hereunder shall be sufficient if (a) personally served on Lessee or any member of his family above the age of fifteen (15) years or if (b) mailed by Lessor to Lessee by United States certified or registered mail, postage prepaid, addressed to Lessee at such address as Lessee shall theretofore have furnished to Lessor in writing, or if no such address shall have been furnished Lessor then at the premises hereby demised, and the giving or serving of such notice or demand in either and all purposes, whether under the terms and provisions hereof or otherwise.

An appropriate legend evidencing the lien of Lessor upon said Certificate of Beneficial Interest shall appear either on the face or reverse side of said Certificate.

26. For the protection of all certificate holders, Lessor is hereby given and shall have at all times until the payment in full of all assessments and other sums due hereunder a first and valid lien upon the interest of Lessee hereunder, and upon the Certificate of Beneficial Interest of Lessor owned by Lessee, to secure the payment of any and all sums which may at any time become due to Lessor hereunder, which lien may, at the option of Lessor, be foreclosed in equity or in any other lawful manner, at any time when such sum 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 retel all or such portion thereof as such receiver shall, pursuant to order of court, see fit. The Certificate of Beneficial Interest of Lessor owned by Lessee is hereby continuously and irrevocably pledged by Lessee to 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 Lessee to Lessor hereunder. Lessor shall have and it is hereby irrevocably given the right to sell said Certificate of Beneficial Interest in the event of a default by Lessee in the payment of any sum or sums due and owing by Lessee to Lessor pursuant to any provisions of this lease and the continuance of any such default for a period of sixty (60) days after written notice from Lessor to Lessee specifying such default. Said Certificate of Beneficial Interest may be sold by Lessor, at public or private sale, for cash or upon such terms of credit as to Lessor shall seem reasonable and proper, and with or without surrender of said Certificate by Lessee, upon not less than five (5) days' written notice by Lessor to Lessee of the time and place of said sale. In the event of a sale of the Certificate without a surrender thereof by Lessee, a new Certificate shall be issued to the purchaser and the Certificate held by Lessee shall be declared and be deemed cancelled and such cancellation shall be noted in the books of Lessor. At any such sale Lessor or its agents may bid for and purchase such Certificate of Beneficial Interest.

GENERAL PROVISIONS

Nothing in this paragraph 25 or elsewhere in this lease contained, shall be construed to impose any liability upon Lessee, his spouse, executors, administrators, or assigns under any such mortgages or trust deeds or the indebtedness secured thereby.

and stand 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 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 Lessee hereby ratifies and confirms all that his said attorney may lawfully do by virtue hereof.

06684916

UNOFFICIAL COPY

23. If Lessee shall suffer or permit any lien to be filed or placed against the property of Lessor, or Apartment, on account of any material furnished or labor or services rendered in the making of any decorations, repairs, restorations or alterations in Apartment or the apartment building, then when such lien has been filed or placed Lessee shall, after notice by Lessor thereof as hereinafter provided, remove said lien or take such other action in respect thereof as Lessor may, in writing, prescribe to protect said building and premises against the same, and if he does not do so, Lessor may at its option pay and discharge the same, and any expenditure of Lessor for said purpose, together with all costs, expenses and reasonable attorneys' fees paid or incurred in connection therewith, is hereby agreed to be an additional amount due from Lessee to Lessor hereunder, payable upon demand.

22. To the extent that Lessor is not reimbursed herefor by proceeds of insurance, Lessee shall at all times during the term hereof, and save harmless Lessor from every and all loss, cost and liability whatsoever which may arise against Lessor or be claimed against 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 Apartment by Lessee or those holding under Lessee or arising either wholly or in part from any act or omission of Lessee, or of any member of the family of Lessee, or of any guest, servant, sublessee or other person or person claiming through or under Lessee, and any sums expended or incurred by Lessor on account thereof, together with all its costs, expenses and reasonable attorneys' fees in connection therewith, are hereby agreed to be an additional amount due from Lessee to Lessor hereunder, payable upon demand.

21. If Lessee shall fail or refuse, or not be personally present to open and permit an entry into Apartment when for any reason an entry therein shall be necessary or permissible hereunder, Lessor or its agents may lawfully enter Apartment without tendering Lessor or such agents liable for any (but) or cause of action for damages by person thereof or by reason of the making of repairs or entry (provided that during such entry Lessor shall accept reasonable care to 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 do not impose on or does Lessor assume, by reason thereof, any responsibility or liability whatsoever for the care or supervision of Apartment, or any of the pipes, fixtures, appliances or apparatuses therein contained or therewith in any manner connected, except as herein expressly provided.

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

19. In the event the building of which Apartment is a part shall be injured or damaged by fire or other casualty, to an extent less than the substantial amount referred to in Paragraph 15(a) hereof, or in the event Lessor or a Mortgage Trustee or Mortgagee elects to repair the building under the provisions of said Paragraph 15(a), then Lessor, or such Mortgage Trustee or Mortgagee, shall, to the extent permitted by law, repair or rebuild the building at the expense of Lessor, such Mortgage Trustee or Mortgagee, as the case may be, so as to conform substantially to the plans and general specifications in accordance with which the building was erected, as promptly as building conditions then prevailing shall permit. During the time that Apartment shall be rendered untenantable by such fire or other casualty, the assessments herein reserved shall be abated.

CONTINGENCIES

01648: 00

UNOFFICIAL COPY

31. 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, sentences, or paragraphs being inserted conditionally of the demised term.

30. In the event that the standard provisions of all of the leases given by Lessor to the tenants of the building of which the Apartment forms a part shall be changed by Lessor in accordance with the provisions of the agreement establishing 860 Lake Shore Drive Trust, Lessor covenants that he will, at the option of Lessor, surrender and cancel this lease and will execute a new form of lease containing such changed standard provisions for the balance

39. All covenants and agreements, conditions, and undertakings in this lease contained shall extend and inure to and be binding upon Lessor and Lessee, and their heirs, executors, administrators, successors and permitted assigns, as the case may be, the same as if they were in every case named and expressed, and wherever in this lease reference is made to Lessor or Lessee, it shall be held to include and apply to their heirs, legal representatives, successors or permitted assigns, as the case may be, the same as if in each and every case so expressed and although the above terms are expressed in the singular number, they shall nevertheless be taken to apply to the persons appearing as the actual lessee, hereunder, whether one or more, male or female.

All rights and remedies of Lessor under this lease, or that may be provided by law, may be exercised by Lessor in the name of 860 Lake Shore Drive Trust, and all legal proceedings for the enforcement of any such rights or remedies, including distress for rent, forcible detainer, petition for the appointment of a receiver and any other legal or equitable proceedings may be commenced and prosecuted to final judgment and execution by Lessor solely in the name of 860 Lake Shore Drive Trust, without the necessity of joining the Trustee or Managing Trustees as parties hereto or of proving the authority for the bringing of such action in the name of 860 Lake Shore Drive Trust. Lessee conclusively agrees that Lessor has full power and authority to execute this lease and to make and perform the agreements herein contained, and Lessee expressly stipulates that any rights or remedies available to Lessor either by the terms of this lease or otherwise may be enforced by Lessor in the name of 860 Lake Shore Drive Trust without the necessity of joining any other person or party in connection therewith.

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 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 Lessee that after the service of notice of the commencement of suit, or after final judgment for the possession of the apartment, Lessor may collect and receive any sum then due for assessments or otherwise, and the receipt of such sum shall not waive nor affect such notice, suit, judgment, or any other right of Lessor.

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 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 Lessee that after the service of notice of the commencement of suit, or after final judgment for the possession of the apartment, Lessor may collect and receive any sum then due for assessments or otherwise, and the receipt of such sum shall not waive nor affect such notice, suit, judgment, or any other right of Lessor.

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 Lessor of any assessment from Lessee or of any payment from any subtenant to be applied toward assessments due to 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 Lessor or in any other manner except by the action of Lessor in writing. All such waivers, modifications or forfeitures by Lessor, and all written consents granted by Lessor under the terms of this lease, shall be valid only if executed by not less than two of the Managing Trustees of Lessor.

916483390

-17-

UNOFFICIAL COPY

860 LAKE SHORE DRIVE TRUST
By: Frederick M. ...
Agent
(SEAL)

Dated at Chicago, Illinois October 31, 1989

860 LAKE SHORE DRIVE TRUST by its Agent, at the direction of the Managing Trustees, hereby consents to the assignment of the within Lease to the Assignee(s) hereinafter named, in consideration of the covenants, promises and agreements set forth in the foregoing assignment and acceptance.

CONSENT TO ASSIGNMENT

(SEAL)

Frederick M. ...
(SEAL)

In consideration of the foregoing assignment and the written consent of Lessor thereto, the undersigned hereby assumes and agrees to keep and perform all the covenants, promises, conditions and agreements of the within Lease by Lessee therein to be kept and performed and agrees to make all payments provided by said Lease from and after October 31, 1989, and further agrees that no further assignment or subletting of the premises described in said Lease, or any part thereof, shall be made except in accordance with the terms thereof.

ACCEPTANCE BY ASSIGNEE

Frederick M. ...
Lessee
formerly known as Frederick M. ...
to 700 East 111th Street
Chicago, Illinois
(SEAL)

(SEAL)

For value received, the undersigned Lessee hereby assigns all of his/her/their right and title and interest in and to the within Lease from and after October 31, 1989 unto Frederick M. ... of the City of Chicago.

ASSIGNMENT BY LESSEE

066949990

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

(SEAL) _____
BY: _____
VICE PRESIDENT

BY: HOGAN AND EARNELL, INC., Authorized Agents

860 LAKE SHORE DRIVE CROSS

Dated at Chicago, Illinois,

September 8, 1976

860 LAKE SHORE DRIVE CROSS by the Agent, at the direction of the
Managing Director, hereby consents to the assignment of the within Lease to the
Assignee(s) hereinafter named, in consideration of the covenants, promises and
agreements set forth in the foregoing assignment and acceptance.

ASSIGNMENT OF ASSIGNMENT

(SEAL) _____
(Ethel Rotman Kaplan)

"X" "AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP"
AND NOT AS TENANTS IN COMMON"

(SEAL) _____
(Dr. Marton Marcus Rotman)

"X"

In consideration of the foregoing assignment and the written consent of
Lessor thereof, the undersigned hereby assumes and agrees to keep and perform all
the covenants, promises, conditions and terms of the within Lease by Lessee
therein to be kept and performed and to make all payments provided by said
Lease from and after _____, and further agrees that no
further assignment or subleasing of the premises described in said Lease, or any
part thereof, shall be made except in accordance with the terms thereof.

ACCEPTANCE BY ASSIGNEE

Lessee _____
(SEAL)

Lessee _____
(Dr. Marton Marcus Rotman)

(SEAL) _____
"X"

_____ of the City of Chicago, Illinois.
AND ETHEL ROTMAN APPLAINT
"AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP"
AND NOT AS TENANTS IN COMMON"

For value received, the undersigned Lessee hereby assigns all _____
to _____ and interest in and to the within Lease from and after
September 8, 1976
DR. MARTON MARCUS ROTMAN
AND ETHEL ROTMAN APPLAINT

ASSIGNMENT BY LESSEE

FOR ATTACHMENT TO
APARTMENT LEASE
COVERING APARTMENT 3-H
880 LAKE SHORE DRIVE
CHICAGO, ILLINOIS 60611

ORIGINAL

063838390

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LEGAL DESCRIPTION

860 AND 880 LAKE SHORE DRIVE

PARCEL 1 (A):

LOT A IN THE SUBDIVISION OF LOTS 43 TO 47 OF LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO

PARCEL 1 (B):

THE EAST 33 FEET OF LOT 42 IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION AFORESAID,

ALSO

PARCEL 2:

LOT 1 (EXCEPT THAT PART LYING WEST OF A LINE 12 FEET EAST OF AND PARALLEL TO THE MOST WESTERLY LINE OF LOT 1 AND SAID MOST WESTERLY LINE EXTENDED) IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS."

P.I.N #17-03-222-015,020,018

916A8390

UNOFFICIAL COPY

91648390

Property of Cook County Clerk's Office