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PROPRIETARY LEASE

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LAKE SHORE TOWERS COOPERATIVE BUILDING  
CORPORATION  
Lessor

TO

DEPT-01 RECORDING \$41.00  
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COOK COUNTY RECORDER

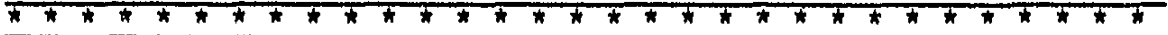
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Lessee

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PROPRIETARY LEASE.

THIS LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, between LAKE SHORE TOWERS COOPERATIVE BUILDING CORPORATION, a corporation duly organized and existing under the laws of the State of Illinois, hereinafter called "Lessor," and \_\_\_\_\_

\_\_\_\_\_ of Chicago, Illinois, hereinafter called "Lessee,"

WITNESSETH:

WHEREAS, Lessor owns and operates an apartment building and the site thereof situated at 3920 Lake Shore Drive, in the City of Chicago and State of Illinois; and

WHEREAS, Lessor has determined that the apartments in said building shall be leased to co-operative owners who are shareholders of 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, Lessee is the owner and holder of \_\_\_\_\_ shares of the common capital stock of Lessor, which number of shares is sufficient to qualify Lessee to own a proprietary lease of the apartment and garage stall herein described,

NOW, THEREFORE,

In consideration of the premises and the covenants and conditions hereinafter set forth, Lessor has leased and by these presents does hereby lease unto Lessee, and Lessee hires and takes as Lessee all that certain space herein sometimes collectively referred to as the "Apartment" comprising 2 rooms on the 7th floor in the South tier of the building commonly known and described as 3920 Lake Shore Drive, Chicago, Illinois, together with parking space for one car ~~known as Garage Stall No. \_\_\_\_\_~~ in the private garage on the premises of which said building forms a part.

P.I.N #14-21-101-016

(see legal description attached)

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TO HAVE AND TO HOLD the Apartment as a private residential apartment and the Garage Stall as a private automobile parking space unto Lessee and Lessee's immediate family, except as hereinafter provided, for and during the term commencing on October 1, 1951, and ending on September 30, 2050, unless said terms shall be sooner terminated as hereinafter provided.

In consideration of said demise it is mutually agreed as follows:

ARTICLE ONE.

1.01. Lessee will pay to Lessor as rent for said Apartment, at the office of Lessor, or at such other place in the City of Chicago as Lessor may from time to time in writing appoint:

(a) the sum of One Dollar (\$1.00) per year in advance on the first day of October of each and every year of the demised term;

(b) the amounts of any and all "Further Rents" which may at any time or times be determined and levied by the Board of Directors of Lessor against Lessee or in respect of the Apartment, said "Further Rents" being determined as follows:

The Board of Directors of Lessor shall, by resolution adopted on or before September 1 in each year commencing with the year 1951, prepare an estimate (which estimate is sometimes hereinafter referred to as "Annual Budget") of the amount of funds which, in its judgment, will be required by Lessor for the twelve (12) month period commencing on the succeeding first day of October (in addition to its other prospective income for such period and the surplus, if any, earned during the preceding year or years) for the payment of all prospective expenses and outlays by Lessor, including, among other things, the cost of maintenance of corporate existence, the payment of general taxes, special assessments, water rates, income taxes, excess profits taxes, personal property taxes, insurance premiums, and operating expenses, the cost of repairs, additions, improvements, alterations, and replacements to the building, interest and principal payments on mortgage indebtedness, the expense of refinancing or refunding any encumbrance,

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. In preparing said estimate, or any supplemental estimate hereafter provided for, the Board of Directors of Lessor shall not include any amount representing the estimated cost of any additions or improvements to the building unless such additions or improvements have theretofore been approved by the holders of not less than two-thirds of the capital stock of Lessor, nor shall said Board of Directors include any amount representing principal prepayments provided for in the mortgage unless such excess principal prepayments have theretofore been approved by the holders of all the capital stock of Lessor. If at any time the Board of Directors of Lessor shall resolve that a special emergency exists requiring additional funds, it may make a supplemental estimate of the amount to be required for the corporation for the purposes above mentioned for the then twelve (12) month period or balance thereof that remains. The amount of each and every estimate and supplemental estimate so made shall be divided by the aggregate number of shares of Lessor owned by all Lessees under proprietary leases, and the result thus obtained multiplied by the number of shares owned by Lessee under this lease shall be the amount of the Further Rent for the period covered by such estimate and shall be paid by Lessee to Lessor at such time or times and in such approximately equal monthly installments over the period covered by such estimate, as may be designated from time to time by the Board of Directors of Lessor. The resolution of the Board of Directors making the estimates and determining the Further Rents above provided for shall not be subject to question or objection by Lessee, but may be subsequently changed in amount by said Board or by its successors. The right to establish the amount of and to require payment of any such Further Rents shall be possessed only by the Board of Directors of Lessor, and shall not pass to any receiver, trustee or creditor of Lessor. The failure of the Board of Directors of Lessor to prepare the Annual Budget as hereinabove provided shall not act as a waiver or release in any manner of Lessee's obligation to pay the same whenever determined. So much of assessments collected by Lessor pursuant to the terms of this Subsection 1.01 (b)

as shall be devoted to the payment of any capital expenditures shall be credited by Lessor upon its books to the account of Paid-in Surplus;

(c) additional rent, upon demand, in a sum equal to an amount determined as follows:

(1) Lessee will, at Lessee's own expense, keep the interior of the Apartment, its equipment ( including refrigerators and stoves (see Subsection 3.01(f) ) but excluding electrical fixtures, which it is understood are the property of Lessor) and appurtenances, in good order, condition and repair, in a clean and sanitary condition, and suffer no waste thereof or injury there-

(c). Lessee will repair all injury to said building caused by Lessee's act, neglect, or carelessness, or that of any sublessee or member of the family of Lessee or of such sublessee, or of any guest, employee or agent of 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 Lessor without any compensation to Lessee therefor. In the event of the refusal or neglect of Lessee, after notice in writing, as hereinafter provided, from Lessor to do such decorating or to make such repairs or restore the Apartment as is herein required, Lessor may at its option (but without any obligation on its part so to do) enter the Apartment, and make such repairs therein, or if the injury is to the building, repair the same, and any expense thereby incurred by Lessor is hereby agreed to be additional rent hereunder, due and payable upon demand.

(2) If by reason of the use, misuse, occupancy or abandonment of the apartment or the improper conduct of Lessee, the rate of fire insurance on the building or its contents shall be increased, or any fine, bond, or penalty shall be imposed on Lessor, Lessee shall become personally liable to Lessor for the increased insurance premiums, fine, bond, or penalty, and 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.

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

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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 Lessee under the terms hereof, then when such lien has been filed or placed Lessee shall, after notice 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 Lessee does not do so Lessor may at its option pay and discharge the same, and any expenditure of Lessor for said purposes, 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 Lessor shall have no right to pay such lien if Lessee in good faith contests the same. 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.

(4) If Lessee shall at any time be in default hereunder and Lessor shall institute an action at law or in equity or a summary proceeding against Lessee based upon such default in enforcing any of the terms or covenants of this Indenture, Lessee shall reimburse 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 Lessor are hereby agreed to be additional rent hereunder due and payable upon demand.

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

(6) If the rent herein reserved or any other sums due hereunder are not paid by ten (10) days after the same shall become due, Lessee agrees to pay twenty-five (\$25) dollars as a late charge for each month the rent or amount due remains unpaid; and

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(d) in the event that and so long as Lessor provides electricity in the building, Lessee shall obtain all current used in the premises from Lessor and pay 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 amount of such charges is agreed to be additional rental hereunder due and payable upon demand.

1.02. Lessee will pay to Lessor as rent for the Garage Stall, at the same place and times as the rent provided for in Section 1.01, such amounts as are provided in the Annual Budget referred to in Subsection 1.01(b) to be paid for said purpose by Lessees of each Garage Stall.

✓ 1.03. 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 Lessee hereunder, and upon the shares of stock of Lessor owned by Lessee, to secure the payment of any and all sums which may at any time become due to Lessor hereunder. Said lien may, at the option of 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 Lessor held by Lessee are 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 pursuant to any provision of this lease. Lessor shall have, and it is hereby irrevocably given, the right to sell said shares of stock in the event that Lessee shall continue in default in the payment of any sum or sums due and owing by Lessee to Lessor pursuant to any provisions of this lease for a period of thirty (30) days after written notice from Lessor to Lessee specifying such default. Said shares of stock 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, upon not less than five (5) days' written notice by Lessor to Lessee of the time and place of said sale. At any such sale Lessor or its agents may bid for and purchase such shares of stock.

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ARTICLE TWO.

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

2.02. Lessee shall permit 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. The servants, agents, or employees of Lessor may enter the Apartment at any time when authorized so to do by Lessor or Lessor's agents to make or facilitate repairs, alterations, changes, or improvements in or to the Apartment or in or to any part of the building in which the Apartment is located.

2.03. 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 Lessee and Lessee's family or a sublessee occupying the same, with the consent of Lessor as herein provided, for the same purpose. The Apartment shall not be used as a boarding or lodging house, or as 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 Lessor. Lessee will not use the Garage Stall, or suffer the same to be used, for any purpose other than as a private automobile parking space for the use of Lessee, Lessee's family, or a Sublessee using the same with Lessor's consent as herein provided.

2.04. Lessee understands that the character of the occupancy of the Apartment is an especial consideration and inducement for the granting of this lease and agrees to be responsible for the conduct of all persons in or about the Apartment and not to permit or suffer anything to be done which will obstruct or interfere with the rights of other tenants, nor to annoy such tenants by unreasonable noises,

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or otherwise, nor to injure the reputation of the Apartment or the building of which it is a part, nor to obstruct the public halls or stairways of the building. Lessee agrees that 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 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 that its reputation as such will be preserved. 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 shall not use or permit the Apartment to be used for any unlawful purpose. 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.

2.05. Lessee has examined the Apartment and understands and agrees that the taking possession of the Apartment by Lessee at or subsequent to the commencement of the term hereof shall constitute a conclusive admission by 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 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 Lessor or shall hereafter be incurred by the Lessor, otherwise than as herein expressly provided.

2.06. 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 Lessor. Such consent shall not be unreasonably withheld.

2.07. 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 Lessee) shall, if caused by the negligence, omission to act, or misconduct of 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 Lessor but also for the protection of lessees of the other apartments in the building, and shall be enforceable by them directly against Lessee.

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

(a) This lease and the interest of Lessee and Lessee's 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.

(b) Lessee, for Lessee and all persons claiming by, through, or under Lessee, hereby covenants and agrees with Lessor that upon the making, executing, and delivering by Lessor of any such mortgage, trust deed, or agreement, Lessee, Lessee's spouse, and all persons rightfully claiming any estate or interest in or to the Apartment by, through, or under Lessee, shall from time to time, and at all times, at the request of Lessor or at the request of 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 Lessee, as Lessor or any said mortgagee, trustee, or party to any such agreement shall require and as shall be

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tendered to be done and executed. In pursuance thereof Lessee hereby irrevocably constitutes any attorney of any court of record, to be attorney for Lessee and in Lessee's 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 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 Lessee's said attorney may lawfully do by virtue hereof.

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

ARTICLE THREE.

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

(a) Lessee, upon paying the rents and performing the covenants of Lessee as herein set forth, shall at all times during the term hereby granted be entitled to the use of such facilities in or about the 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 Lessor, its successors or assigns; provided, however, that Lessor shall have full power to determine the manner of maintaining and operating the Apartment Building. Lessee shall have corresponding rights with respect to the Garage Space.

(b) The Lessor shall at its own expense (1) 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, (2) maintain reasonable passenger and freight elevator service,

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and a reasonable number of attendants for the proper care and service of the Apartment Building, (3) make proper connections for supplying to the Lessee, at his own expense and charge, electricity, gas, and telephone for use in the Apartment, and (4) use reasonable 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, walls, ceilings, (including plaster work on walls and ceilings which in the judgment of the Board of Directors is not a part of ordinary decorating), supports, beams, roofs, gutters, cellars, sidewalks, fire escapes, chimneys, boilers, pumps, tanks, 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 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 the 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 the Apartment as may be required for the purpose of making such repairs, all portions so removed to be replaced by Lessor as soon as reasonably can be done, in as good condition as before removal. If Lessee shall fail or refuse, or shall not be personally present, to open and permit an entry into the Apartment when for any reason an entry therein shall be necessary or permissible hereunder, Lessor or its agents may forcibly enter the Apartment without rendering Lessor or such agents liable for any claim or cause of action for damages by reason thereof or by reason of the making of such repairs after entry (if during such entry Lessor shall accord 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

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authority hereby reserved does not impose, nor does Lessor assume by reason thereof, any responsibility or liability whatsoever for the care or supervision of the Apartment, or any of the pipes, fixtures, appliances, or appurtenances therein contained or therewith in any manner connected, except as herein expressly provided. 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 of his or her family or his, her, or their guests, employees, or agents, in which event the 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 Building or the Apartment, Lessor will execute such repairs and replacements and other work with due diligence and with as little interference as possible with the use of the Apartment by Lessee, and when reasonably necessary Lessor may omit or interrupt the service provided for Lessee until all necessary repairs or improvements shall have been made and completed, without in any manner or respect affecting or modifying the obligations or covenants of Lessee herein contained. The foregoing undertakings of 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 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 Lessor hereunder shall be limited to the cost of making such repairs, replacements, or other work. If, however, by reason of any such repairs, replacements, or other work Lessee is required to vacate the Apartment for a period of at least fifteen (15) days, the rent for the Apartment shall wholly abate for the entire period that Lessee is so required to vacate the Apartment.



(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 Lessor or a mortgage trustee or mortgagee, if any there be, elects to repair or rebuild under the provisions of Subsection 5.01(b) hereof, then said Lessor, mortgage trustee, or mortgagee shall repair or rebuild the same at the expense of said Lessor, 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, with delays caused by labor troubles, inability to obtain materials, governmental regulations, or 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) It is agreed by and between Lessor and Lessee that the Refrigerator and Stove now in said demised premises are the property of Lessor but nevertheless are to be maintained and repaired by and at the expense of Lessee. Lessee may replace said original Refrigerator and/or Stove at Lessee's own expense upon advising Lessor to that effect, and Lessor agrees to remove and store such original Refrigerator and/or Stove upon request of Lessee.

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

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



3.04. 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 therein or resulting from steam, gas, electricity, water, rain, or snow which may leak or flow from any part of said building, except that Lessor shall be responsible for any damage caused to the decorations in the Apartment because of leaks in the roofs, walls, or structural members of said building. Lessor shall not be responsible for an 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 (it being understood that such presence shall in no way affect this lease), or for interference with light or other incorporeal hereditaments by anyone other than Lessor. It is expressly understood and agreed that the foregoing enumeration is not intended to be all inclusive, but that Lessor will not be liable for any repairs or damage or injury to person or property in or about the Apartment or Apartment Building except to the extent of paying for the cost of making such repairs as are specifically required to be made by Lessor hereunder. Lessor shall not be responsible for any package or article left with or entrusted to an employee or agent of Lessor. If Lessor shall furnish to Lessee as appurtenant to the Apartment any storage space, use of laundry, or any other facility outside of the Apartment, it is understood and agreed that the same is furnished gratuitously by Lessor, and that if 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 Lessor shall not be liable for any loss of property therein, or any damage or injury whatever to person or property.

#### ARTICLE FOUR.

4.01. It is expressly understood and agreed that the character of and restriction upon the occupancy of the Apartment, as hereinabove expressed and limited, is an

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especial consideration and inducement for the granting of this lease. Therefore, Lessee shall not assign or attempt to assign this lease or any part thereof, nor permit the same to be assigned by operation of law, nor let nor sublet all or any part of the premises, without in each case submitting the proposed assignee or sub-tenant to the Board of Directors of Lessor for acceptance. Unless a majority of the members of the Board of Directors causes to be delivered to Lessee a written rejection stating the said proposed assignee or sub-tenant as not acceptable to them, written thirty (30) days after such submission, Lessee may proceed to carry out or permit the proposed assignment or subletting, and the officers of Lessor shall execute the consent to assignment contained in this lease. Lessee may in any event carry out or permit the proposed assignment or subletting upon obtaining the consent thereto, in writing, of the holders of record of a majority of the capital stock of Lessor, and the officers of Lessor shall execute the consent to assignment contained in this lease upon receiving evidence of such consent in writing. The aforesaid provisions of this paragraph shall not be applicable and no consent of the directors or shareholders of Lessor shall be necessary.

4.02. No assignment of this lease, whether permitted by the terms hereof or consented to by Lessor, shall be valid unless the assignee, whether a trustee or otherwise, shall acquire the ownership of Lessee's qualifying shares of the stock of 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 Lessor an instrument in writing executed under seal, wherein and whereby such assignee shall expressly accept in writing such assignment and agree to assume and be bound by all of the covenants of Lessee herein contained and all of the obligations of Lessee thereafter accruing hereunder.

4.03. Whenever Lessee under the provisions hereof shall be entitled to assign this lease and shall so assign it, and the assignee shall acquire ownership of Lessee's qualifying shares of the stock 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 Lessee shall be forever released and discharged of any and all of the covenants and obligations of this lease thereafter accruing.

4.04. The permission of Lessor to sublet the 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 the Apartment at the time of the giving of such approval.

4.05. It is further covenanted and agreed that all sublease 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.

4.06. 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.

4.07. 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.

#### ARTICLE FIVE.

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

(a) ninety days after 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; or

(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 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 Lessee herein, in which case Lessor or said mortgage trustee or mortgagee shall rebuild the same with due diligence, subject to delays caused by strikes, lockouts, or acts of God or the public enemy; or

(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.

5.02. This lease is made, executed, delivered, and accepted by Lessee upon the express condition and agreement that this lease and the estate hereby created shall, at the option of Lessor, cease, and determine and the term hereof come to an end, or that Lessor may at its option, re-enter the demised premises under the provisions of Section 5.05 hereof without terminating the term hereof:

(a) in the event that Lessee shall at any time during the term of this lease cease to have standing of record in Lessee's name on the books of Lessor a number of shares of the stock of Lessor at least equal to the number owned by Lessee at the date of the execution of this lease and above specified, in addition to the shares required to be owned by Lessee under any other lease which Lessee may have with Lessor hereunder; provided, however, in the event that 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 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 Lessee, so that the person or persons so acquiring the shares may be enabled to present evidence of ownership satisfactory to Lessor; provided, further, that nothing in this clause shall be construed to prohibit the creation of a trust of said shares of stock and Lessee's interest in this lease for the sole benefit of Lessee, his or her spouse, parent, or child; or

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(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 hereunder 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 thereunder 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 rent 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, 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 him; or

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

5.03. Upon the termination of this lease by lapse of time or otherwise, or when Lessor shall be entitled to the possession of the premises under the provisions hereof, Lessee will quit and surrender to Lessor the premises, 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 tear excepted. Lessee shall promptly deliver to Lessor without any demand or notice whatsoever all keys to locks in or about said Apartment, whether originally furnished to Lessee by Lessor or otherwise procured by Lessee. The mere retention of possession thereafter shall constitute a forcible detainer. If the premises are not vacated by Lessee or any sublessee when Lessor may become entitled thereto under the provisions hereof, Lessee agrees to reimburse Lessor for all damages which Lessor may suffer by reason thereof or, at option

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of Lessor, 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 term of this lease, prorated for each and every day of such withholding.

5.04. 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 Subsections 5.01(a), 5.01(b), or 5.01(c) hereof, or in the event of the termination of this lease or the re-entry of Lessor pursuant to or by virtue of any of the events or contingencies mentioned in Subsections 5.02(a), 5.02(b), or 5.02(c) 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 Lessor as hereinabove stated. If Lessee fails to do so it shall be lawful for 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 re-enter the demised premises or any part thereof, either with or without process of law, and 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 the demised premises without being liable to indictment, prosecution, or damages 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 Lessee.

5.05. In the event of re-entry by Lessor under the terms hereof, Lessor may, at its option and without terminating the term hereof, relet the demised premises or any part or parts thereof for such rent and upon such terms as shall be satisfactory to Lessor. Lessor 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 Lessor 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 amounts so received pro tanto in payment of the rent herein reserved. If Lessee sublets the demised premises with the consent of Lessor and Lessee makes default in the payment of the rents 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 rent herein reserved. Collection of rents in case of reletting by Lessor or in case of subletting by Lessee shall not be deemed a waiver by Lessor of any covenant herein or a release of Lessee from the performance of 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.

5.06. In the event of a re-entry by Lessor under any of the provisions of Subsections 5.02(a), 5.02(b), or 5.02(c) hereof, Lessee shall have thirty (30) days after the date of such re-entry within which to sell his qualifying shares of stock of Lessor to an applicant for a proprietary lease of the Apartment acceptable to Lessor as an occupant thereof. During such time Lessor will not lease the Apartment to any one else, and Lessor agrees in such case also that if Lessee shall promptly pay all amounts due hereunder and shall procure a bona fide purchaser of his said qualifying shares of the stock of Lessor who shall be approved by the Board of Directors of the Lessor as an acceptable occupant of the Apartment, 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.

5.07. In the event of the death of Lessee at any time during the term of this lease or any extension thereof, or of the death of the husband of Lessee if Lessee be a married woman living with her husband, then the executor or administrator of Lessee, or 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 Lessor by said executor or administrator, or said Lessee if a married woman, and provided that all rentals and other indebtedness due to 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 Section 5.07 contained to the contrary notwithstanding, the right herein given to terminate this lease shall also be contingent upon the surrender to Lessor at or prior to the date of such termination of the certificate or certificates (properly endorsed and bearing all stock transfer stamps which may be required by law) for all of the shares of the stock of Lessor which shall have been owned and held by Lessee to qualify Lessee to own this proprietary lease.

5.08. 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, and shall thereupon be relieved of all liability hereunder, upon giving to Lessor not less than six (6) months' prior notice in writing of intention so to terminate; provided, however, that all rentals and other indebtedness due to Lessor 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 Lessee shall have surrendered to Lessor the certificate or certificates (properly endorsed and bearing all stock transfer stamps which may be required by law) for all of the shares of the stock of Lessor which shall have been owned and held by Lessee to qualify him to own this proprietary lease.

#### ARTICLE SIX.

6.01. None of the owners, present or future, of the stock of Lessor, nor any directors or officers, present or future, of Lessor shall be personally liable upon any of the covenants or agreements of Lessor contained in this instrument.

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6.02. Lessee hereby waives the giving of any and all notices required by the statutes or laws of Illinois, except as hereinabove provided, and agrees that in every case where under any of the provisions of this lease, or in the opinion of Lessor, it shall or may become necessary or desirable for Lessor to serve on Lessee any demand or notice of any kind or character, service thereof shall be sufficient if (a) personally served on Lessee or any member of his family above the age of fifteen (15) years or (b) mailed by Lessor to Lessee by United States 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 to Lessor, then at the premises hereby demised. 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.

6.03. All proprietary leases on the apartments of the Apartment Building entered into between Lessor and shareholders of Lessor shall contain substantially the same covenants and agreements as herein set forth.

6.04. The shares of stock of Lessor held by Lessee to qualify Lessee to own this proprietary lease have been acquired and are owned subject to the following additional conditions:

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

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

(c) Each shareholder of Lessor is entitled, solely by reason of ownership of shares of Lessor, to occupy for dwelling purposes the apartment in the building owned by Lessor to which such shares are allocated, such occupancy to be under and in accordance with

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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. Lessee shall transfer such shares only to a permitted assignee of this lease or to Lessor.

(d) The certificate or certificates evidencing said shares shall contain a statement or legend on the face or on the reverse side thereof substantially as follows or to the same legal effect:

"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."

(e) This lease and all the terms and provisions hereof shall at all times be subject and subordinate to the lien of the mortgage, trust deed, trust deeds, or mortgage and trust deed, securing indebtedness aggregating \$400,000 in principal amount, existing and of record against said property at the time of Lessor's purchase.

(f) Lessor and Lessee waive to each other any right of subrogation which by any insurance carrier may assert against either of them by reason of any loss, claim or settlement to which either of the parties may be entitled or receive under any policy of insurance issued to them.

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6.05. 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 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 rent from Lessee or from any subtenant to be applied toward the payments 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.

6.06. 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 or the commencement of suit, or after final judgment for the possession of the premises, 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 Lessor.

6.07. All covenants and agreements, conditions, and undertakings contained in this lease, 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 the same shall be construed as covenants running with the land. Wherever in this lease reference is made to Lessor or 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. Although the above terms are expressed in the singular number, it shall nevertheless be taken to apply

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to the persons appearing as the actual lessees hereunder, whether one or more, male or female, provided that Lessee may not assign except as herein provided.

6.08. 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 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.

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

LAKE SHORE TOWERS COOPERATIVE BUILDING CORPORATION,

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

Attest:

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

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

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

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

I, \_\_\_\_\_, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, President of Lake Shore Towers Cooperative Building Corporation, and \_\_\_\_\_, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and 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 \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_\_.

\_\_\_\_\_  
Notary Public.

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_\_.

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ASSIGNMENT BY LESSEE.

FOR VALUE RECEIVED the undersigned Lessee hereby assigns all their right, title and interest in and to the within lease from and after JULY 1, 1988 unto STEVEN SCHWAB AND NANCY C. RUTHER of the City of Chicago, Illinois.

Dated at Chicago, Illinois, JULY 1, 19 88.

Carroll Stoner (SEAL)  
Carroll Stoner

\_\_\_\_\_  
(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 July 1, 1988 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, July 1, 19 88.

Steven Schwab (SEAL)  
Steven Schwab

Nancy C. Rutherford (SEAL)  
Nancy C. Rutherford

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CONSENT TO ASSIGNMENT.

Lake Shore Towers Cooperative 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, June 23, 1988.

LAKE SHORE TOWERS COOPERATIVE BUILDING CORPORATION,

By Carl Devoe  
President.

Attest:

[Signature]  
ACTING Secretary.

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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 in the halls or lobby.
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 for by the tenant who shall cause it.
8. All provisions, milk, ice, groceries, furniture, bicycles, boxes, and 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, down the passages or 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.

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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 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 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 Lessor.

17. 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 18(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.

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- (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 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 or television aerial or connection shall be installed by the tenants outside of their respective apartments without the written consent of 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.

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## LEGAL DESCRIPTION

That part of Lot nine (9) in Carson and Chytrusus' Addition to Chicago, a subdivision of Block one (1) in the Equitable Trust Company's subdivision in Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as all that part of Lot nine (9) lying East of a line at right angles to the North line of said Lot nine (9) and Two hundred fifteen and Two-tenths (215.2) feet East of the Southwest corner of said Lot nine (9), as measured along the South line of said Lot nine (9); and lying West of a line established by decree of the Circuit Court of Cook County, Illinois, entered September 7, 1906, in case number 274470, the portion of which line affecting the premises in question being described in said decree and in the plat of survey attached to said decree and made a part thereof, as commencing at a point on the north line of Irving Park Avenue or Graceland Avenue One Thousand One Hundred Fifteen (1,115) feet East of the East line of Clarendon Avenue, as measured along the North line of Irving Park Avenue; thence Southeasterly in a straight line which intersects the North line of Sheridan Road at a point Seven hundred Twenty-five (725) feet East of the East line of Pine Grove Avenue, as measured along the North line of Sheridan Road

P.I.N. #14-21-101-016

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