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Lease

FROM

1120 LAKE SHORE DRIVE BUILDING
CORPORATION

Lease:

DEPT-01 RECORDINGS \$53.50
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#1663 7 A 91-650186
COOK COUNTY RECORDER

TO

RICHARD P. AND SARA P. CONNETTE

*transferred to Mr & Mrs. Paul
Markunas*

- Dr. Mark T. & Elizabeth J. Upton -
9/30/83

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**MODIFICATION OF
STOCKHOLDERS' PROPRIETARY LEASE**

WITH

**1120 LAKE SHORE DRIVE BUILDING
CORPORATION**

(TO BE ATTACHED TO STOCKHOLDER'S COPY)

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STOCKHOLDERS PROPRIETARY LEASE.

This lease, executed in original and duplicate and entered into this *twenty ninth* day of *September* A. D. 195³, between *1124* Lake Shore Drive Building Corporation, a corporation organized under the laws of the State of Illinois (hereinafter called the "Lessor") and *James M. Pigott & Frederica B. Pigott* *not as tenants in common but as joint tenants with the right of survivorship*, of Chicago, Illinois (hereinafter called the "Lessee").

WHEREAS, the LESSOR was heretofore incorporated for the purpose of acquiring, owning, erecting, leasing or operating an apartment building in the City of Chicago, in the State of Illinois, with the intent that the stockholders of the Lessee should have the privilege of leasing and occupying apartments in said building under the terms and conditions set forth in the By-Laws of this corporation and the provisions of this lease; and

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

That part of Healy's Subdivision of Lot one (1) and the North half of Lot eleven (11) and part of Lot ten (10) in the Assessor's Division of Block two (2) in the Subdivision by the Trustees of the Illinois and Michigan Canal of the South Fractional quarter of Section three (3), Township thirty-nine (39) North, Range fourteen (14) East of the Third Principal Meridian described as follows: Commencing at the North West corner of Lot thirty two (32) in Healy's Subdivision aforesaid; thence South along the West line of Lots thirty-two (32) and thirty-three (33) in said Subdivision sixty-five (65) feet; thence East parallel with the North line of Lot thirty-two (32) aforesaid to the East line of Lot thirty-three (33) aforesaid; thence North Westerly along the East line of Lots thirty two (32) and thirty-three (33) aforesaid to the North East corner of Lot thirty-two (32) aforesaid and thence West to the point of beginning. P.L.N #17-03-201-063

in the City of Chicago, County of Cook and State of Illinois; said land being improved with an apartment building hereinafter called

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The Apartment Building, said building being also known and described as 1120 Lake Shore Drive in the City, County and State aforesaid; and

WHEREAS, said apartment building and said premises are now subject to a trust deed given to the First Trust and Savings Bank, to secure the sum of \$800,000 and interest, and

WHEREAS, certain apartments in said building have been chosen by and allotted to the several stockholders of the Lessor, to be held under terms and conditions substantially similar to these mentioned in this lease; and

WHEREAS, the Lessee is the owner and holder of *One Hundred Eighty-four (184)*... shares of the common capital stock of the Lessor which number of shares of stock is sufficient to qualify him for a "Proprietary Lease" under the authority of the By-Laws of the Lessor corporation; and the Board of Directors of the Lessor pursuant to a resolution have favorably passed upon this Lessee's application for a proprietary lease,

Now, THEREFORE, in consideration of the premises, and the covenants, agreements, conditions and provisions hereinafter set forth upon the part of the Lessee to be kept, performed and fulfilled, the Lessor has leased, and by these presents does hereby lease unto the Lessee, and the Lessee hereby hires and takes as Lessee all that certain space, hereinafter collectively referred to as the Apartment, comprising *seven (7)*..... rooms, on the *2nd 9 3rd* floor, in the *D*..... tier of the Apartment Building and shown within the colored lines on the diagram hereto attached.

To have and to hold the above granted premises by the Lessee *James M. Bigall & Mioducha W. Bigall nat. as tenants in common but as joint tenants with the right of survivorship* as a private dwelling apartment and not otherwise by the Lessee and his immediate family, during a term of 99 years; unless sooner terminated, as hereinafter provided, beginning on the fourth day of Janu-

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Lessee's covenants and agreements in this lease contained, then the Lessor shall either purchase or offer to purchase or sell or offer to sell the shares of stock of the Lessee and this lease at the fair market value thereof and should the parties hereto fail to agree upon the value of such shares and lease, the same shall be determined by appraisers, one appointed by the Lessor and one by the Lessee, who failing to agree, shall choose a third; whereupon the value shall be fixed by any two of such appraisers, and the expense of appraisal shall be paid by the Lessee out of the amount realized from the said shares.

(6) In the event of any assignment of this lease or any subletting hereunder, except as herein otherwise expressly provided.

(7) In the event that the Lessee shall at any time during the term of this lease fail to pay the "Further Rents" and "Additional Rents" herein reserved or any part thereof, provided that if such default is in the payment of "Further Rents" it shall continue for sixty (60) days after such rent is due and payable before this lease may be terminated by virtue thereof.

ARTICLE I.

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

(1) That the Lessor will maintain and manage the said building as a first class apartment building. That the Lessor shall use reasonable diligence in the care of the elevators and in keeping the roof, sidewalks, and courts clean and free from ice and snow, and the public halls and stairways clean, free from obstruction, and properly lighted, and shall faithfully endeavor between October 1 and May 1 of each year to furnish heat when it may be necessary and shall provide all apartments in said building with a proper and sufficient supply of cold and hot water without extra cost to any tenant.

(2) That the Lessee, upon paying the rents and performing the covenants and complying with the conditions on the part of the Lessee herein set forth, shall at all times during the term hereby granted,

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quietly have, hold and enjoy the said premises without any suit, trouble or hindrance from the Lessor, its successors or assigns.

(3) That the Lessor shall keep in good repair the foundations, walls, supports, beams, roofs, gutters, cellars, fences, sidewalks, 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 demised premises, it being agreed that the Lessee shall give the Lessor prompt notice of any disorders or defect requiring repairs to be made, and shall at all reasonable times allow the representatives of the Lessor to enter and inspect said premises, hereby demised, for the purpose of determining the necessity and character of any such repairs and of making the same, and upon reasonable notice to permit the Lessor or its agents to remove such portions of the walls, floor and ceiling of said premises as may be required for the purpose of making such repairs, all portions so removed to be replaced as soon as reasonably can be done, in as good condition as before removal. If the Lessee shall not be personally present to open and permit an entry into said premises when for any reason an entry therein shall be necessary or permissible hereunder, the Lessor or the Lessor's agents may forcibly enter the same without rendering the Lessor or such agents liable to any claim or cause of action for damages by reason thereof (if during such entry the Lessor shall accord reasonable care to the Lessee's property), and without in any manner affecting the obligations and covenants of this lease. It is, however, expressly understood that the right and authority hereby reserved, does not impose, nor does the Lessor assume, by reason thereof, any responsibility or liability, whatsoever for the care or supervision of said premises, or any of the pipes, fixtures, appliances or appurtenances therein contained or therewith in any manner connected, except as herein expressly provided. Repairs which the Lessor agrees to make shall be paid for by the Lessor unless rendered necessary by the act, neglect or carelessness of the Lessee or any

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of his family, guests, employees, or agents, in which event the expense shall be borne by the Lessee.

(4) That in case any repairs shall become necessary which the Lessor is obligated to make, the Lessor will execute such repairs with due diligence, not being liable for interruptions of the proper operation of the building not reasonably avoidable.

(5) That the Lessor shall at all times keep the said building insured against loss or damage by fire.

(6) That the Lessor, in the event that the said Apartment Building shall be partially damaged by fire, explosion or other casualty, shall repair or rebuild the same at the expense of the Lessor, conformably with the typical plans and general specifications upon which the building was erected, as speedily as possible, due allowance being made for unavoidable delays, and in the event that the Apartment Building shall be totally destroyed by fire, or otherwise, then and from thence forth this lease shall cease and come to an end, unless the Lessor shall elect to rebuild the building with the consent of the Insurers pursuant to provisions to that effect which may be contained in the policies of insurance, in which event this lease shall continue in force with respect to the corresponding premises so rebuilt.

(7) That if the said premises are rendered untenable by fire, explosion or other casualty, the "Further Rent" herein reserved shall be abated for the period during which the said premises remain untenable, but further provided that the tenants whose apartments remain tenable shall not be compelled to pay any increase in rent over the monthly average that each paid during the preceding 6 months as a result thereof, except that in the event that if the sum collected from the tenants whose rents have not abated is insufficient to meet the necessary expenses of the Lessor during the period from the date of the damage until the building is rebuilt and rendered tenable, then the shortage shall be prorated among all the stockholders in the same ratio by which their respective rents were determined in the first instance, and the sum due from the Lessee hereunder shall be "Further Rent," and payable as such. If the Lessor shall elect to terminate the lease of the premises, as herein provided, the "Further

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Rent" herein reserved shall be paid up to the time of such termination, and thereupon this lease shall cease.

It is agreed that the Board of Directors of the Lessor Corporation shall have the conclusive power and authority to determine whether or not a particular apartment has been rendered untenable or not by any casualty and the Lessee hereby agrees to be conclusively bound by any decision that it shall render in this matter. It is also understood and agreed that nothing contained in this paragraph shall be construed as relieving the tenant owner whose apartment has become untenable from paying his pro-rata share of the principal payments upon the outstanding mortgage indebtedness at the time and in the manner that the same shall be due and payable.

(8) In the event that this lease is terminated the Lessor shall use reasonable endeavor to sell a proprietary lease on this apartment with the stock of this Lessee in the Lessor corporation at their fair market value or to lease the apartment but shall not be in any way liable if it fails to do so. In the event of a sale and lease or a lease by the Lessor, it shall first reimburse itself for its expense in connection therewith, after which the remaining sum shall be applied to the payment of any sums due or which may become due to the Lessor under this lease or otherwise, accounting to the Lessee for the surplus. If at any time there is a deficiency, the Lessee shall pay the same on demand.

(9) That the Lessor will not mortgage or encumber said building or the land herein described or any part thereof without the consent of at least two-thirds of the outstanding capital stock of the Lessor corporation obtained at a regular meeting or a special meeting of the stockholders called for that purpose; provided, however, that the Lessor shall have the right to mortgage or encumber said premises without such consent for the purpose of extending, renewing, refunding, refinancing or paying off any then existing encumbrance or indebtedness together with all expenses connected therewith, or for the purposes of supplying funds necessary or convenient for the proper care, maintenance or operation of the property or business of the corporation.

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ARTICLE II.

The Lessee, subject to the conditions and limitations herein stated, hereby covenants with the Lessor, as follows:

(1) That the Lessee will always in good faith endeavor to observe and promote the co operative purposes for the accomplishment of which this Lessor was incorporated.

(2) That the Lessee will be responsible for the conduct of all persons within the premises hereby leased and shall not permit or suffer anything to be done which will obstruct or interfere with the rights of other tenants, or annoy such tenants by unreasonable noises, or otherwise; or injure the reputation of the premises or the building of which they are a part, or obstruct the public halls or stairways of the building; and the Lessee agrees that he, his family and all persons dwelling or visiting in the demised premises, will observe and comply with the House rules and regulations annexed hereto and made a part hereof, and such other and further rules and regulations as the Lessor may from time to time deem needful and prescribe for the safety, care and cleanliness of the building, and the preservation of good order, as well as the comfort, quiet and convenience of other occupants of the building; and the Lessee will not permit or suffer anything to be done, brought, or kept, upon said premises, which will vitiate any policy of insurance on the building or the contents thereof, or increase the fire rate thereon, and he will observe all the regulations and requirements relative to the said building of any lawful authority, Municipal, State or National, or the Chicago Board of Underwriters.

(3) That the Lessee will not occupy or use the premises hereby demised, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Lessee and his family; that said premises shall not be used as a "boarding" or "lodging" house, or for a school, or to give instructions in music or singing, and none of the rooms shall be offered for rent by placing notices in any door, window or on any wall of the building.

(4) That in the event that during the term of this lease the cash receipts of the Lessor are not sufficient to pay all expenses and outlays by the Lessor (except principal payments on mortgage indebtedness)

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the Lessee will pay as "Further Rent" each year, an amount covering the Lessee's estimated proportionate share of the deficit, which shall be an amount equal to that proportion of the estimated gross amount of money required (during each year for the purposes next mentioned) by the Lessor, which the number of shares of the capital stock of the Lessor owned by the Lessee hereinabove referred to bears to the total number of shares of capital stock of the Lessor then outstanding.

It being understood and agreed:

(a) That the Board of Directors of the Lessor will, by resolution adopted at its Annual Meeting, or an adjourned meeting thereof, estimate the sum of money which in its judgment will be required by the Lessor during the ensuing fiscal year for the payment of all prospective expenses and outlays by the Lessor (except principal payments on mortgage indebtedness), including among other things, costs of maintenance of the corporate existence, the payment of taxes, special assessments, water rates, insurance premiums, cost of repairs and replacements, operating and maintenance expenses, the cost of financing any mortgage indebtedness, discharge of deficits if any of previous years, interest on mortgage indebtedness and an annual reserve fund as a safeguard against any unexpected or extraordinary expense.

(b) That if at any time the Board of Directors shall by resolution declare that a special emergency exists requiring additional funds not included in the estimate above referred to, the Board of Directors may make a supplemental estimate of the sum to be required by the Lessor for the purposes above mentioned, which sum shall be apportioned and payable in like manner as the estimate presented at the annual meeting.

(c) That the "Further Rent" herein reserved shall be payable at the office of the Treasurer of the Lessor, or at such other place in the City of Chicago as the Lessor may from time to time in writing designate, and in equal monthly installments in advance on the first day of each month during said year succeeding the making of such estimates.

(d) That the estimates above provided for shall not be subject to question or objection by the Lessee.

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(e) That the right to establish the amount of and to require the payment of any such "Further Rent" shall be possessed only by the Board of Directors of the Lessor, and shall not pass to any receiver or creditor of the Lessor.

(f) That so much of the "Further Rent" collected by the Lessor as shall be devoted to the payment of any capital expenditures shall be credited by the Lessor upon its books to the account of "Paid in Surplus."

(5) That the Lessee will pay as "Additional Rent," upon demand, a sum equal to an amount determined as follows:

(a) The Lessee covenants that he will take good care of the Apartment and its appurtenances and suffer no waste or injury thereof or thereto, that he will repair all injury to the building, occasioned by the installation or removal of his furniture and property, or otherwise; that he will at his own expense keep the interior of said demised premises in good order, condition and repair and all such repairs shall be in quality and class equal to the original work, that he will do all decorating, painting and varnishing which may at any time be necessary in said apartment, and Lessee agrees that all alterations, additions, or improvements made at any time shall be the property of the Lessor. In the event of the refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor, to make such repairs or restore the demised premises to good condition, such repairs or restoration may be made by the Lessor and any expense thereby incurred by the Lessor is hereby agreed to be "Additional Rent" hereunder due and payable upon demand.

(b) That if by reason of the use, misuse, occupancy or abandonment of said premises or the improper conduct of the Lessee, the rate of fire insurance on the building or its contents shall be increased, or any fine, bond or penalty shall be imposed, that will adversely affect the property or property rights of the Lessor in any way, the Lessee shall become personally liable to the Lessor for the increased insurance premiums, fine, bond or penalty, and the Lessor may at its option pay the same or take such steps as may be necessary or desirable to

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protect itself, and the amount expended therefor is hereby agreed to be "Additional Rent" hereunder, due and payable upon demand.

(c) The Lessee shall pay all telephone, gas and electric bills rendered against him or charged upon said demised premises, and in the event that the Lessee does not pay these bills when they are due and payable, the Lessor may pay the same, and the amount so paid is hereby agreed to be "Additional Rent" hereunder, due and payable upon demand.

(d) If the Lessee shall suffer any lien to be placed upon the property of the Lessor or the demised premises on account of any material or labor used in the making of any decorations, repairs or alterations on the demised premises chargeable to said Lessee under the terms hereof, then upon the happening of such lien this Lessee shall during five days after notice thereof, remove said lien or take action which is satisfactory to the Lessor, and if he does not do so the Lessor may at its option pay the same, and any expenditure in connection therewith is hereby agreed to be "Additional Rent" hereunder due and payable upon demand.

(e) If the Lessee shall at any time be in default hereunder and the Lessor shall institute an action in law or equity, or a summary proceeding against the Lessee based upon such default, the Lessee shall reimburse the Lessor for attorney's fees and all obligations incurred and disbursements made by the Lessor as a result thereof so far as the same are reasonable in amount. So long as the Lessee shall be a tenant hereunder, the amount of such expenses is hereby agreed to be "Additional Rent," due and payable upon demand.

(f) If the "Further Rent" herein reserved is not paid on or before the tenth of the month in which it is due, the Lessee agrees that he will pay 7% interest per annum upon the amount then due the Lessor which remains unpaid and the sum thereof is hereby agreed to be "Additional Rent."

(g) The Lessee will at all times indemnify and save harmless the Lessor for and against any and all liability which may, during the term of this lease, result to any person or property either wholly or in part from any act or omission of the Lessee, or of his guests, servants, as-

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signs or subtenants and any amount expended by said Lessor corporation in respect of any such act or omission is hereby agreed to be "Additional Rent" due and payable upon demand.

(h) The Lessee as a stockholder of the Lessor corporation has subscribed to and agrees to be bound by the By-Laws of said Lessor Corporation and he understands that the said By-Laws provide that the stockholders of said corporation shall loan to it a sum of money sufficient to enable said corporation to meet any payments that may from time to time be due on the principal of any outstanding mortgage subject to which the corporation may hold title to the Apartment Building, and further that this loan shall be apportioned and payable by the stockholders of said corporation in like manner as the "Further Rent" herein reserved; therefore so long as said Lessee-Stockholder shall lend the corporation the sums as above recited, said sum or sums lent are not and shall not be construed as a payment of rent but the Lessee agrees that in the event that at any time that the said Lessee or his successors in interest shall refuse or neglect to pay his pro rata share of said loan then and at that time, the sum which is due the Lessor Corporation on this account shall be "Additional Rent" due and payable upon demand.

(6) The Lessee acknowledges that he has received the premises demised in thoroughly good order, repair and condition, of which fact entry into occupation thereof by the Lessee shall be conclusive evidence, and that no representations as to the condition of the said premises have been made by the Lessor or by his agents, and that no obligation as to cleaning, repairing, improving or adding to the same, or any part thereof, in any manner, have been assumed by the Lessor, or shall hereafter be incurred by him unless expressly and in writing now or subsequently made part of this indenture.

(7) The Lessee will quit and surrender the Apartment upon the termination of this lease in the same good order, condition and repair as of the date hereof, less by fire, casualty and ordinary wear and tear excepted, including all additions, alterations, and improvements which cannot be removed without damage to the demised premises. If the Apartment be not surrendered at the termination of this lease, the

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Lessee will reimburse the Lessor for all damages which the Lessor may suffer by reason thereof, and will indemnify the Lessor against any and all claims made by any succeeding Lessee of the Apartment against the Lessor as a result of the Lessee's delay in delivering possession of the Apartment.

(8) That the Lessee shall not make any alterations or improvements or additions in or to the exterior of said building, nor any part of the interior thereof, nor any structural alterations in or additions to said demised premises without the express consent in writing thereto of the Board of Directors of the Lessor.

(9) That any damage to any other apartment caused by leaky radiators, iceboxes or other causes from within the demised premises (except the concealed pipes or plumbing not susceptible of inspection by the tenant) shall be paid for by the Lessee from whose apartment said damage was caused. This covenant is placed herein for the protection of the other tenants and shall be enforceable by them.

(10) That the Lessor will not be liable for any latent defect in the building nor any injury or damage done or occasioned by the elements or by other tenants or persons in the Apartment Building or resulting from steam, gas, electricity, water, rain or snow which may leak or flow from any part of said building, except that said Lessor shall be responsible for any damage caused to the decorations in said Apartment because of leaks in the roof of said building, but the Lessor will not be responsible for any injury or damage done or occasioned by any defect in plumbing, electric wiring, or insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the breaking of any sewer pipe or downspout, or from bursting, leaking or running of any tanks, tub, washstand, water closet or waste pipe, drain or other pipe or tank, in, upon or about said building or premises, nor for the failure of water supply or electric current, nor any damage or injury done or occasioned by the falling of any fixtures, plaster or stucco, nor for the presence of water bugs, vermin, or insects, if any, nor shall their presence in any way affect this lease, nor for interference with light or other incorporeal hereditaments by any one other than the Lessor, and it is ex-

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pressly understood and agreed that the foregoing enumeration is not intended to be all inclusive, but that the Lessor will not be answerable for any repairs or damage in or to said Apartment except as specifically provided in this lease. Neither will the Lessor be responsible for any package or articles left with or entrusted to an employee of the Lessor. If the Lessor shall furnish to the Lessee any storage space, use of laundry or any other facility outside of the Apartment demised, it is understood and agreed that the same is furnished gratuitously by the Lessor, and that if any person shall use the same, such person does so at his or her own risk and upon the express stipulation that the Lessor shall not be liable for any loss of property therein, or any damage or injury whatever to person or property. Lessor will not be liable to the Lessee for any damage or injury arising from any act, omission or negligence of co-tenants or other persons, occupants of the same building or of adjoining or contiguous property unless the same shall result from the negligence of the Lessor, its agents or servants, all claims for any such damage or injury being hereby expressly waived by Lessee.

(11) The Lessee accepts and executes this lease and the Lessor makes, executes and delivers this lease upon the following express covenants, agreements and conditions, to-wit:

(a) That this lease and the interest of said Lessee, his spouse, heirs, executors, administrators and assigns, in said premises shall at all times and under all circumstances be and remain subject and subordinate to the lien of each, every and all mortgages and trust deeds and the indebtedness and charges thereby secured to be paid according to the respective tenors thereof whether such mortgage or mortgages now exist or are hereafter placed on said premises.

(b) That in the event that the said Lessor shall (in accordance with the covenants herein contained in Article I, Section 9) at any time or times hereafter during the life of the Lessee or within twenty-one (21) years thereafter, desire to mortgage said real estate and building for its corporate purposes, and shall make, execute and deliver any mortgage, mortgages, trust deed, trust deeds or agreements, pledging or conveying said real estate and building, or any part there-

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of, as security for any corporate debt hereafter contracted or incurred; then and in every such case the estate and interest herein granted and demised to said Lessee in and to said premises, together with any estate or interest created by virtue of the laws of the State of Illinois relating to homestead or dower, shall vest immediately in and inure to the benefit of such mortgagee, grantee named in any trust deed, or person entering into such agreement for the same purposes and to and upon the same trusts and subject to all the powers, covenants, agreements and provisions in such mortgage, trust deed or agreement mentioned, to the same extent and in like manner as though said Lessee herein and his spouse and all persons claiming by, through or under said Lessee had joined with the said Lessor in making, signing, sealing, delivering and acknowledging such mortgage, trust deed or agreement.

(c) That the said Lessee, for the said Lessee and for all persons claiming by, through or under said Lessee, hereby covenants and agrees with said Lessor that upon the making, executing and delivering by said Lessor of any such mortgage, trust deed or agreement, said Lessee and all persons rightfully claiming any estate or interest in or to said demised premises under said Lessee, will from time to time and at all times at the request of said Lessor or at the request of such mortgagee, grantee or party to any agreement, execute all such conveyances, assignments, releases, including the release and waiver of the right of homestead, or further assurances for the further or more perfectly and satisfactorily assuring and confirming in such mortgagee, grantee or party to any agreement of all the right, title and interest herein granted and demised to said Lessee as the said Lessor, or said mortgagee, grantee or party to any agreement, shall require and as shall be tendered to be done and executed. And in pursuance thereof the said Lessee hereby irrevocably constitutes Elmer A. Clair or any attorney of any court of record, attorney for him, and in his name and stead to execute such conveyances, releases, including the release and waiver of the right of homestead, assignments, agreements or further assurances and such instruments or other documents for the Lessee, as in the judgment of said attorney in fact may be

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necessary or desirable to effect the purposes herein set forth and the said Lessee hereby ratifies and confirms all that the said attorney may lawfully do by virtue hereof.

(12) That the Lessee will not and shall not assign this lease or any part thereof nor sublet the demised premises or any part thereof except upon the following terms and conditions:

(a) The Lessee may assign the leasehold estate hereby created only to an assignee qualified to hold a lease from the Lessor under and in accordance with the By-Laws of the Lessor corporation and who shall have assumed in writing filed with the Lessor all of the obligations of the Lessee hereunder and then only with the previous consent of the Lessor, provided, however, in the event that the Lessee hereunder 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 this lease would be (except for the above provision) transferred to the widow, widower, a parent or child of the Lessee, then and in that event the consent of the Board of Directors to the transfer of this lease shall not be required. In the event that the Board of Directors refuses to permit an assignment, the Lessee concerned, may within ten days after the receipt of notice of the decision of the Board of Directors, appeal from the decision to the stockholders of the corporation by filing with the Secretary a written notice of appeal, whereupon a special meeting of the stockholders will be called for the purpose of considering the appeal, and the vote or action taken by the owners of the majority in amount of the capital stock of the corporation present and voting at said meeting shall be final and conclusive. Upon an assignment made in accordance with the provisions hereof, the Lessee shall be relieved from all liability hereunder thereafter accruing.

(b) The Lessee will not and shall not sublet the whole or any part of the said demised premises for any term to any person or persons without the previous written consent of the Lessor obtained in like manner as provided for assignments. Such permission of the Board of Directors of the Lessor to sublet shall not relieve the Lessee

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hereunder of any of his obligations under this lease including the payment of rent but shall only be an approval of the subtenant as an acceptable occupant of the apartment at the time of giving said approval. In the event of the refusal of the Board of Directors to permit the Lessee to sublet the demised premises the Lessee shall have the same right of appeal as herein provided for assignments.

(c) Any assignment or sub-letting of this lease in violation of the provisions herein contained shall not vest in the assignee any right, title or interest herein or hereunder or in the premises.

(13) If the Lessee shall be in default in the payment of the "Further Rents" herein reserved and such default shall continue for a period of 60 days, or if he shall be in default at any time in the payment of the "Additional Rents" herein reserved and payable upon demand, the Lessee agrees that he will surrender possession of the demised premises immediately without the receipt of any notice or demand whatsoever and the mere retention or possession thereafter of the demised premises shall constitute a forcible detainer, and the Lessor or its agents may immediately:

(a) Re-enter the Apartment, or any part thereof in the name of the whole and take possession thereof with or without process of law and remove any and all persons and property therefrom either by forcible entry and detainer proceedings or any suitable action or proceeding at law or in equity, or the Lessor may use such force as may reasonably be necessary in expelling or removing the Lessee or other occupants without being liable to indictment, prosecution or damage therefor, but such entry shall not constitute a trespass or forcible entry or detainer, nor shall it cause by virtue thereof a forfeiture of rents due, nor a waiver of any covenant, agreement or promise in said lease contained to be performed by the Lessee. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning.

(b) In the event of re-entry, or if the Apartment has been abandoned, vacated or deserted, the Lessor may at its option in any such case re-let the demised premises or any part or parts thereof, as the

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agent of the Lessee for such rent and upon such terms as shall be satisfactory to the Lessor, and receive the rents therefor, and for the purpose of such re-letting, the Lessor is authorized to make any decorations, repairs, changes, alterations or additions in or to said demised premises that may be necessary or convenient.

(c) If the Lessee shall at any time sublet with the consent of the Lessor the demised premises or any part thereof and said Lessee shall default in the payment of any part of the rents herein reserved then and in such event the Lessor is hereby authorized and may at its option, as the agent of the Lessee, so long as such default shall continue, demand, collect and receive from any undertenants or sub-tenants of the Lessee occupying the whole or any part of the demised premises, the rents due or becoming due from them to the Lessee, his heirs, executors, administrators and assigns. Any such payment of such rents to the Lessor shall to the extent of the amounts so paid be a sufficient payment and discharge of such undertenants as between them and the Lessee, his heirs, executors, administrators or assigns. No collection by the Lessor of rents as agent of the Lessee shall be deemed a waiver by the Lessor of any covenant herein, or a release of the Lessee from the further performance of the covenants on his part contained.

(d) Any sums which the Lessor may collect as the agent of the Lessee, his heirs, executors, administrators and assigns shall be applied as follows:

The Lessor shall be first reimbursed for any and all expenses that it may have incurred by reason of any action taken under the terms of this covenant,

the remainder, if any, shall then be applied by the Lessor in payment of any sums due the Lessor under the other covenants of this lease,

the remainder, if any, shall then be credited to the account of the Lessee, or those entitled through him.

(e) If default be made in the payment of the rent herein reserved, or of any installment thereof as herein provided, the Lessee does hereby irrevocably constitute Elmer A. Claar or any attorney of any court of record in this state, attorney for him and in his name,

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from time to time, to waive the issuance of process, and service thereof, to waive trial by jury, to confess judgment in favor of the Lessor, its successor, or assigns, and against the Lessee, for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings, and a reasonable sum, but at no time less than Ten Dollars, for plaintiff's attorney's fees in or about the entry of said judgment, and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding, and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Lessee hereby confirms all that said attorney may lawfully do by virtue thereof. Lessors shall have a first lien on Lessee's interest hereunder, and on Lessee's capital stock in the Lessor corporation and on the Lessee's property now or hereafter located in said premises, or elsewhere to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity, and in case of any such foreclosure proceeding, a receiver may be appointed to take possession of said premises and property and re-let the premises under order of court.

(14) In the event that at any time the Lessee shall breach or be in default, in the performance of any of the covenants or conditions of this lease, or in the compliance with any of the rules and regulations herein referred to or hereinafter prescribed for the Apartment Building, or the Lessor, acting by a majority of its Board of Directors, shall deem objectionable or improper any conduct on the part of the Lessee, or a person dwelling or visiting the demised premises, (among other things to repeatedly violate or disregard the House Rules herein referred to, or to permit or tolerate, with or without the knowledge or consent of the Lessee, a person of dissolute, loose or immoral character to remain in the demised premises, shall be deemed to be objectionable conduct), then and in that event, the Lessor may

(a) Give the Lessee 10 days' written notice to quit said premises;

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and thereupon at the expiration of said 10 days the Lessee's right to the possession of the demised premises shall cease and the Lessee agrees to surrender possession of the demised premises at the time specified in said notice, and return the keys belonging to the Apartment to the Lessor and the mere retention or possession thereafter of the demised premises shall constitute a forcible detainer and the Lessor may re-enter and re-let the demised premises and such re-entry and re-letting may be done in the same manner and with the same effect as provided in the 13th section of this lease, or the Lessor may at its election

(b) Give the Lessee 10 days' written notice of its intention to terminate this lease and thereupon at the expiration of the said 10 days, this lease and the term hereby created shall cease, expire and come to an end as fully and completely as if such expiration date were the date herein fixed for the expiration of the term of this lease, and the Lessee agrees to surrender possession of the demised premises immediately without the receipt of any other notice or demand whatsoever, whether required by any statute of this state relating to forcible entry and detainer or to landlord and tenant or by any other statute or by common law, and the mere retention of possession of the demised premises shall constitute a forcible detainer, and if after the expiration of this lease, the Lessee shall fail to turn over possession of the premises he 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 "Further Rent" due and payable under the terms of this lease, pro-rated for each and every day of such withholding, and the Lessee hereby grants to the Lessor full and free license to enter into and upon said premises or any part thereof, to take possession thereof and re-possess himself as of his former estate with or without process of law, and to expel and remove any and all persons and property therefrom, and the Lessor may use such force in expelling or removing the Lessee and such other persons as may reasonably be necessary without being liable to indictment, prosecution, or damage therefor, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause by virtue thereof a forfeiture of rents due, nor

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a waiver of any covenant, agreement or promise in said lease contained to be performed by Lessee, and said Lessee agrees that should this lease and the term hereby created be terminated that he will pay to the Lessor a sum equal to the rents herein reserved from the date of said termination of said lease until his shares of capital stock in the Lessor corporation have been assigned to another person who simultaneously therewith acquires this Proprietary lease in the manner herein provided for assignments and that the Lessor shall have a first lien on the Lessee's shares of capital stock in the Lessor corporation to secure the payment of all moneys due hereunder;

Provided, however, that in the event that the Lessee feels that the Board of Directors were not justified in terminating this lease, he shall at his election be privileged to have the matter considered by the stockholders of the Lessor corporation. Unless the Lessee shall file a written notice of appeal with the Secretary of the Lessor corporation before the expiration of the said 10-day notice, he shall be deemed to have elected to have waived this right of appeal. If the Lessee elects to appeal as herein provided a special meeting of the stockholders shall be immediately called for the purpose of considering the appeal and the vote or action taken by the owners of a majority in amount of the capital stock of said corporation, present and voting at said meeting, shall be final and conclusive. In the event of an appeal by said Lessee to the stockholders of said corporation the right to terminate this lease shall be suspended until said stockholders have acted on this matter as herein provided. If the stockholders at the aforesaid stockholders' meeting determine as herein provided that the tenancy of the Lessee is undesirable, this lease and the term hereby created, shall come to an end immediately and in the same manner and with the same effect as if no appeal had been taken.

Provided, further, that in the event that the Lessee shall have sublet the apartment with the consent of the Lessor, and the Lessor acting by a majority of its Board of Directors, shall at any time deem the undertenancy an undesirable one by reason of objectionable or improper conduct on the part of the undertenant, the occupants of the apartment or visitors thereto, the Lessor shall give to the Lessee sixty

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days' prior written notice to the effect that unless the undertenant of the Lessee is removed before the expiration of said sixty days, or legal action is taken in good faith to remove the said undertenant, the Lessor will terminate this lease as herein provided.

(15) The Lessee hereby expressly waives any and all right of redemption in case the Lessee shall be dispossessed by judgment or warrant of any court or judge. In the event of a breach or threatened breach by the Lessee of any of the covenants or provisions hereof, the Lessor shall have the right of injunction, and the right to invoke any remedy at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for.

(16) That the failure of the Lessor, to insist in any one or more instances upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt of the Lessor of rent, with 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 shall not be deemed a waiver of such breach and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Lessor. Even though the Lessor shall consent to an assignment hereof or to any subletting, no further assignment or subletting shall be made without the express consent in writing by the Lessor.

ARTICLE III.

MUTUAL COVENANTS.

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

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

(2) That the rights and remedies herein created are cumulative

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and the use of one remedy shall not be taken to exclude or waive the right to the use of any other allowed by law.

(3) That any notice to be served on the Lessor or Lessee hereunder shall be deemed to have been duly given if either delivered personally, to any Officer of the Lessor, or to the Lessee, or by mailing said notice by United States registered mail, postage prepaid, addressed to the Lessor or Lessee at said Apartment Building, Provided, however, that either party may give the other party hereto from time to time hereafter in writing, a notice of change in address for this purpose, and in that event such new address shall be used in mailing such notice.

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

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

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

(7) That the omission of the Board of Directors of the Lessor after the expiration of any year of said term to fix the rental hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the covenants or provisions of this lease, or a release of the Lessee from the obligation to pay any installment of rental for that or any subsequent year if later determined.

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ary, in the year A. D. 1925, and ending on the third day of January in the year 2024 A. D., yielding possession thereof as hereinafter provided and paying therefor the following rents, to wit:

(1) A "Yearly Rent" of one Dollar, payable annually in advance; and

(2) A "Further Rent" to be fixed and paid in the manner hereinafter provided for the purpose of meeting the contingency that the Lessor's income may be insufficient for the payment of its current and accumulated expenses and obligations as hereinafter provided; and

(3) Such "Additional Rent" as is hereinafter provided, arising by virtue of any indebtedness owing to the Lessor by the Lessee under this lease or otherwise and other than the "Yearly Rent" and "Further Rent."

This lease is made, executed and delivered by the Lessor and made, executed, delivered to and accepted by the Lessee upon the express condition and agreement that this lease and the estate hereby created shall cease, determine and expire and the term come to an end, at the option of the Lessor, upon the happening of any of the following events or contingencies:

(1) In the event that at any time that the Lessor shall upon the affirmative vote of the holders of at least two-thirds in amount of its capital stock at the time outstanding at a stockholders' meeting, duly called for that purpose upon notice given in accordance with its By-Laws, determine to sell the entire Apartment Building of which the demised premises form a part; Provided, however, that this lease may not be thus terminated on account of a sale of such property prior to January 1, 1936, without the affirmative vote of the owners of at least eight-tenths of the capital stock of the corporation; and, Provided further, that the Lessor shall give to the Lessee not less than thirty (30) days' written notice of any proposed sale, and in the event of the consummation of such sale, this lease shall be terminated only after not less than three (3) months' previous notice in writing to the Lessor of such termination. The provisions of this paragraph are a limitation upon the term of this lease.

(2) In the event of the total destruction of the building by fire or other casualty as herein provided.

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(3) In the event that the Lessee or any of his successors in interest shall at any time during the term of this lease cease to have standing of record in his name on the books of the Lessor a number of shares of the capital stock of the Lessor at least equal to the number owned by the Lessee at the date of the execution of this lease and above specified, in addition to the stock required by any other lease which the Lessee may have with the Lessor hereunder. Provided, however, in the event that the Lessee shall die at any time during the term of this lease, either testate or intestate, and thereupon by virtue of any law of inheritance or of a valid will, the ownership of said shares of stock is transferred, said right of the Lessor to terminate this lease by virtue of the above clause shall be suspended for a period of 24 months from the death of the Lessee to enable said person so acquiring the stock to present evidence of his ownership which is satisfactory to the said Lessor. In no event, however, will this lease be transferred until the amount of any or all debts and obligations owing by the Lessee to the Lessor shall have been paid in full and this provision does not in any way affect the obligations of the Lessee, his heirs, executors, administrators, assigns or the occupants of this apartment under any of the covenants of this lease.

(4) In the event that the Lessor determines as hereinafter provided that the tenancy of the Lessee is an undesirable one.

(5) In the event that at any time during the term of this lease, the Lessee or any of his successors in interest (a) shall be adjudicated a bankrupt under the laws of the United States; or (b) shall make a general assignment for the benefit of his creditors; or (c) a receiver is appointed over all his property under any law of any State or of the United States; or (d) any of his shares of the capital stock in the Lessor corporation shall be levied upon under any judicial process; or (e) any of said shares shall be sold pursuant to the terms of any agreement whereby it was pledged as collateral security; Provided, however, that on the happening of any event described in this paragraph, if the Lessor shall determine to exercise its option to terminate this lease, and the Lessee shall have made no default in any of the

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(8) That the shares of capital stock of the Lessor held by the Lessee in connection with the allotment of said apartment have been acquired or owned subject to the following conditions agreed upon with the Lessor and with each other by the original owners of all its issued capital stock for their mutual benefit:

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

(b) The corporation shall have a first and paramount lien upon all the shares of capital stock of this corporation registered in the name of each stockholder for debts due the corporation by such stockholder, and for the purpose of enforcing such lien the board of directors may sell the shares in such manner as they think fit, but no sale shall be made until the debt is due and payable and default shall have been made and then only after sixty days' notice in writing of the intention to sell shall have been served on such stockholder, his executor or administrator.

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

(d) No one acquiring such shares or any part thereof by purchase, gift, bequest or operation of law, shall acquire title to this lease nor the right to assignment thereof nor to a new Proprietary Lease without the written consent of the Lessor secured in accordance with the terms of Article 2, Section 12, hereof.

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

1120 LAKE SHORE DRIVE BUILDING CORPORATION,

By: *John T. McDonald*
President.

James H. [Signature] (SEAL)
Edw. H. [Signature] (SEAL)

Attest:

Salipada L. Laverhill
(SEAL) *act* Secretary.

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

I, *Rose G. Letta*, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that *John S. McDonald* President of the 1120 Lake Shore Drive Building Corporation and *Clifford C. Rasmussen* Secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said President did then and there say that he signed said instrument by authority of the Board of Directors of said corporation and in its behalf, and the said Secretary did then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial seal this *31st* day of *September*, A. D. 19*53*.

Rose G. Letta
Notary Public

(SEAL)

My commission expires on the *7th* day of *November*, A. D. 19*56*.

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

I, Rose S. Sette, a notary public
in and for the said County in the State aforesaid, do HEREBY CERTIFY
that James W. Schmitt, personally known to me
to be the same person James W. Schmitt whose name is/are subscribed to the fore-
going instrument, appeared before me this day in person and acknowl-
edged that he/they signed, sealed and delivered the said instrument
as his/their free and voluntary act, for the uses and purposes therein
set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal this 30th day of
September, A. D. 1963.

Rose S. Sette
Notary Public.

(SEAL)

My commission expires on the 7th day of November,
A. D. 1966.

ASSIGNMENT BY LESSEE.

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

..... (SEAL)

..... (SEAL)

ACCEPTANCE BY ASSIGNEE.

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

..... (SEAL)

..... (SEAL)

CONSENT TO ASSIGNMENT.

The 1120 LAKE SHORE DRIVE BUILDING CORPORATION, by its President and Secretary, pursuant to authority of a resolution of its Board of Directors, hereby consents to the assignment of the within lease to the assignee above described, in consideration of the covenants, promises and agreements set forth in the above assignment and acceptance.

Dated at Chicago, Illinois, 19....

1120 LAKE SHORE DRIVE BUILDING CORPORATION

By.....

President.

Attest:

.....

(SEAL)

Secretary.

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HOUSE RULES.

1. The public halls, sidewalks and stairways shall not be obstructed nor used for any other purpose 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 10 o'clock P. M. and the following 8 o'clock A. M. if the noise shall disturb or annoy other occupants of the building.

3. No baby carriages, velocipedes, or bicycles will be allowed in the halls, passageways, arcs 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 porch, nor dust, rubbish or litter swept from the demised premises or any room thereof into any of the halls or entryways of the building containing said premises, except under the direction of the janitor.

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

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

8. All provisions, milk, ice, groceries, furniture, bicycles, boxes and the like merchandise shall be taken into or removed from the demised premises through the rear door of said building only. All dam-

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ages to the building, caused by the moving or carrying of articles therein, shall be paid by the tenant, or person in charge of such articles.

9. Nothing shall be thrown or emptied by the tenants or their servants out of the windows or doors, or down the passages, courts, or of the building areas, nor shall anything be hung from the outside of the windows or fire escapes or placed on the outside window sills.

10. Dogs, 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 in the basement only. The use of water-power washing machines is prohibited except by written consent of Lessor or its agent.

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

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

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

REGULATIONS FOR USE OF LAUNDRY.

Tier A.....Monday and Friday
Tier B.....Tuesday and Friday
Tier C.....Wednesday and Saturday
Tier D.....Thursday and Saturday

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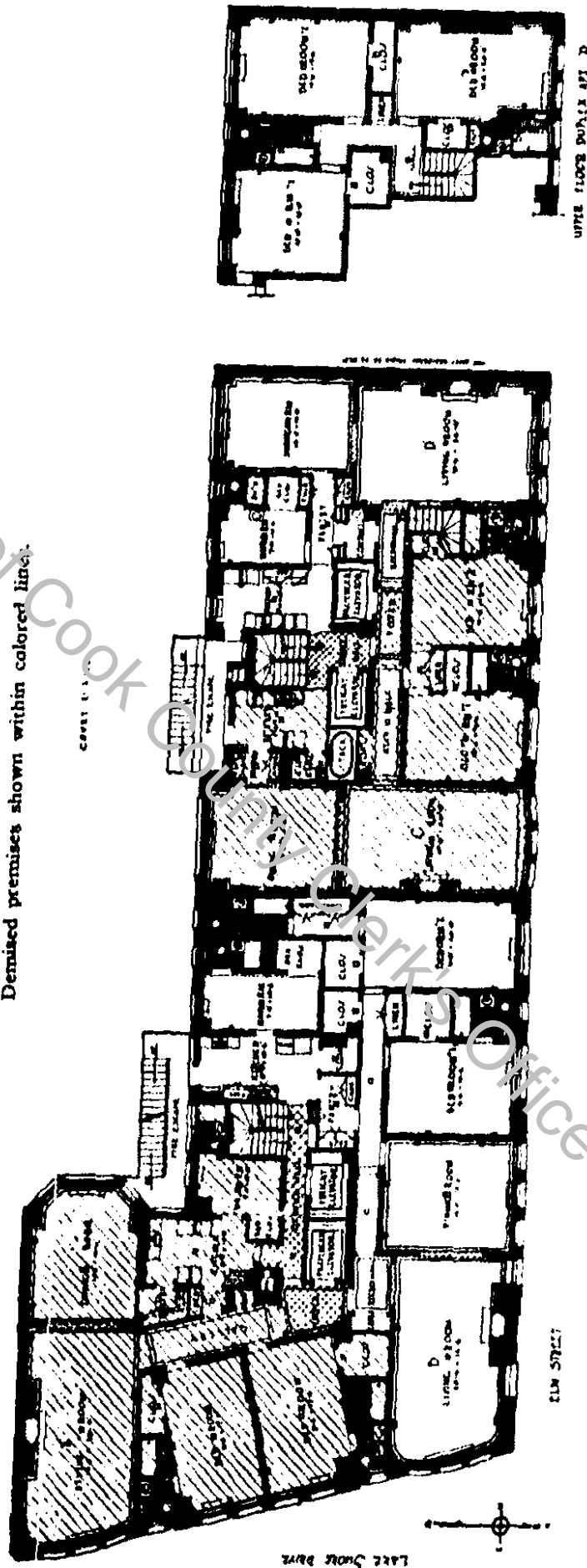
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**FIRST SECURITY BANK OF CHICAGO
196 EAST PEARSON
CHICAGO, ILLINOIS 60611**

Property of Cook County Clerk's Office

Typical Floor Plan of the Apartment Building

Demised premises shown within colored lines.



Property of Cook County Clerk's Office

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MODIFICATION OF STOCKHOLDERS' PROPRIETARY LEASE

WITH

1120 LAKE SHORE DRIVE BUILDING CORPORATION

(To be attached to Stockholder's copy.)

THIS AGREEMENT, made as of the *30th* day of *September*,
 A. D. *1953* between 1120 Lake Shore Drive Building Corporation
 (hereinafter called the "Lessor"), party of the first part, and *James M. Gigott &*
Fredricka B. Gigott, (hereinafter called the "Lessee"), party of
 the second part, *Not as tenants in common but as joint*
tenants with the right to survivorship.

WITNESSETH:

WHEREAS, a Lease for apartment No. *2+3 d.* on the *2nd + 3rd*
 floor in the "*d.*" tier of the apartment building premises known
 as 1120 Lake Shore Drive, in the City of Chicago, State of Illinois,
 as therein described, bearing date the *29th* day of *September*,
 1953 was heretofore made, executed and entered into by and between
 the parties hereto, who now desire to amend and modify certain of the
 terms, covenants and conditions thereof as is hereinafter set forth,
 and which amendments and modifications have been duly approved and
 authorized by the affirmative vote of the Board of Directors of the
 Lessor corporation and by the affirmative vote of the holders of two-
 thirds of the amount of the outstanding capital stock of the Lessor
 taken by written ballot at a stockholders' meeting duly held on the
 28th day of January, 1941, for that purpose:

Now, *therefore*, in consideration of the premises and of the
 sum of One Dollar (\$1.00) lawful money of the United States by
 each of the parties to the other in hand paid, the receipt whereof is
 hereby acknowledged by each of them, the parties hereto hereby mutu-
 ally agree that the said lease heretofore executed by them and bear-
 ing date the *29th* day of *September*, 1953, shall be and the
 same is hereby modified and amended as follows, viz.:

1. The Lessee or his or her heirs, executors, administrators or
 assigns shall have the right and option to cancel and terminate this

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lease on the 30th day of September, A. D. 1941, or on any subsequent 30th day of September, upon serving written notice to that effect upon the Lessor, on or before the 1st day of July preceding the date of such cancellation, and depositing with the Lessor, together with such notice (1) the Lessee's counterpart of said lease duly assigned in blank; (2) the Lessee's certificate of stock representing 184 shares of the common capital stock of the Lessor corporation held by the Lessee appurtenant to his said lease, duly stamped and endorsed in blank to the satisfaction of the Lessor; and (3) Payment in full of all sums due or to become due up to the time of the termination date as set forth in such notice. Said amounts shall include all rents, further rents, and other charges and assessments theretofore incurred or fixed by the Board of Directors. Said right and option to cancel and terminate this lease shall be further conditioned upon and be effective only upon full performance of the following conditions:

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

(b) Actual possession of the demised premises shall be surrendered to the Lessor not later than August 1st prior to the date of termination of said lease, together with all fixtures, paneling, fireplaces, mantels, trim, finish, decoration and other improvements which may prior thereto have been installed in the demised premises; or if the Lessor consents, the Lessee may remove the same, if the Lessee shall at his own expense have replaced the same with other fixtures, paneling, fireplaces, mantels, trim, finish, decoration or other improvements and thereby placed the demised premises at the termination of the lease, in good order and repairable condition to the reasonable satisfaction of the Lessor's Board of Directors, reasonable wear and tear excepted.

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

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

It is further agreed between the parties hereto that nothing in this agreement shall be construed as a waiver of any of the terms, covenants or conditions of the said lease dated the 29th day of September 1953 except as herein expressly provided and agreed and that except as herein expressly modified, said lease shall be and remain in all respects in full force and effect.

This agreement shall bind and benefit respectively the Lessor, its successors and assigns, and the Lessee and his or her executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be signed by its President thereunto duly authorized and its corporate seal to be hereunto affixed, attested by its Secretary, and the party of the second part has hereunto set his hand and seal the day and year first above written.

1120 LAKE SHORE DRIVE BUILDING CORPORATION,

By

John G. McDonald
President.

James M. Gyth (SEAL)

Federica P. Gyth (SEAL)

(CORPORATE SEAL)

ATTEST:

Wesley R. Rantee
asst Secretary.

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

I, Rose Y. Witte, a Notary Public
in and for the said County, in the State aforesaid, do hereby certify
(that John S. Mc Donald, President of the 1120 Lake
Shore Drive Building Corporation and Clifford Lawrence
Secretary of said Corporation, personally known to me to be the same
persons whose names are subscribed to the foregoing instrument as
such President and Secretary respectively, appeared before me this
day in person and acknowledged that they signed and delivered the
said instrument as their own free and voluntary act and as the free
and voluntary act of said corporation for the uses and purposes
therein set forth; and the said President did then and there say that
he signed said instrument by authority of the Board of Directors of
said corporation and in its behalf, and the said Secretary did then
and there acknowledge that he, as custodian of the corporate seal of
said corporation, did affix the said corporate seal of said corporation
to said instrument as his own free and voluntary act and as the free
and voluntary act of said corporation for the uses and purposes therein
set forth.

Given under my hand and Notarial seal this 27th day of
September, A. D. 1953.

(SEAL)

Rose Y. Witte
Notary Public

My Commission expires on the 8th day of November,
A. D. 1956.

UNOFFICIAL COPY

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Assignment By Lessee.

For Value Received the undersigned Lessee hereby assigns all his right, title and interest in and to the within lease from and after

September 30, 1983..... unto... Dr. Mark J. Upton
x Elizabeth J. Upton.....

of the City of Chicago, Illinois.

Paul Makunac..... (Seal)

Shading U. Makunac..... (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 September 30, 1983.... 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.

x Mark Upton..... (Seal)

x Elizabeth J. Upton..... (Seal)

Consent to Assignment.

The 1120 Lake Shore Drive 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..... October 1, 1983

1120 Lake Shore Drive Building Corporation,

By..... Ruth E. Forbes, President.

Attest: Michael J. McLaughlin
Secretary.

Michael J. McLaughlin

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Assignment By Lessee.

For Value Received the undersigned Lessee hereby assigns all his right, title and interest in and to the within lease from and after unto, Paul J. and Gladding S. Markunas as joint tenants with right of survivorship of the City of Chicago, Illinois.

Sara P. Connette (Seal)
Sara P. Connette (Seal)

Acceptance By Assignee.

In consideration of the above assignment and the written consent of the lessor thereof, the undersigned hereby assumes and agrees to keep and perform all the covenants, promises, conditions and agreements of the within lease by the lessee therein to be kept and performed and to make all payments provided by said lease from and after 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.

Paul J. Markunas (Seal)
Gladding S. Markunas (Seal)

Consent to Assignment.

The 1120 Lake Shore Drive Building Corporation, by its President and Secretary, pursuant to authority of a resolution of its Board of Directors, hereby consents to the assignment of the within lease to the assignee above described, in consideration of the covenants, promises and agreements set forth in the above assignment and acceptance.

Dated at Chicago, Illinois..... 19....

1120 Lake Shore Drive Building Corporation,
By..... Paul J. Markunas President.

Attest:
Francesca Bohlen
Secretary.

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UNOFFICIAL COPY

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TO BE AFFIXED TO PROPRIETARY LEASE COVERING APARTMENT 2-3D
1120 Lake Shore Drive Building Corp.
Assignment By Lessee.

For Value Received the undersigned Lessee hereby assigns all his
right, title and interest in and to the within lease from and after

.. *December 1, 1978* .. unto

SARA P. CONNETTE

of the City of Chicago, Illinois.

Sara P. Connette (Seal)
Sara P. Connette, as surviving joint tenant

~~XX~~ (Seal)

Acceptance By Assignee.

In consideration of the above assignment and the written consent
of the Lessor thereof, the undersigned hereby assumes and agrees to
keep and perform all the covenants, promises, conditions and agree-
ments of the within lease by the Lessee therein to be kept and per-
formed and to make all payments provided by said lease from and
after *December 1, 1978* 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.

Sara P. Connette (Seal)
Sara P. Connette

..... (Seal)

Consent to Assignment.

The 1120 Lake Shore Drive 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, *7/26* 19. *79*

1120 Lake Shore Drive Building Corporation,
By *Benny A. Sears*
President.

Attest:

Walter E. Fisher
Secretary.

91650186

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

I, Gene J. Little, a Notary Public
in and for the said County, in the State aforesaid, do HEREBY CERTIFY
that Alfred Leonard Leggett, personally known to me
to be the same person whose name is/are subscribed to the fore-
going instrument, appeared before me this day in person and acknowl-
edged that he/they signed, sealed and delivered the said instrument
as his/their free and voluntary act, for the uses and purposes therein
set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal this 30th day of
September, A. D. 1943

(SEAL)

Gene J. Little
Notary Public.

My Commission expires on the 1st day of November,
A. D. 1946.

DEPT. OF COOK COUNTY CLERK'S OFFICE