

UNOFFICIAL COPY

4A

PROMONTORY APARTMENTS TRUST

LEASE ASSIGNMENT

92746939

ASSIGNMENT BY LESSEE

For value received, the undersigned Lessee hereby assigns all his/her/ their right and title and interest in and to the within Lease from and after JOSEPH J FOLEY & JEAN K FOLEY unto JAMES D JACKSON & DONNA M JACKSON of the City of Chicago, Illinois.

James D. Jackson (SEAL)
Lessee

Donna M. Jackson (SEAL) \$51.50
Lessee
REC-01 RECORDING (SEAL)
745555 TRAN 7564 10/07/92 14:07:00
61653 E *-92-746939
COOK COUNTY RECORDER

ACCEPTANCE BY ASSIGNEE

In consideration of the foregoing assignment and the written consent of Lessor thereto, the undersigned hereby assumes and agrees to keep and perform all the covenants, promises, conditions and agreements of the within Lease by Lessee therein to be kept and performed and agrees to make all payments provided by said Lease from and after SEPT 30 1992, and further agrees that no further assignment or subletting of the premises described in said Lease, or any part thereof, shall be made except in accordance with the terms thereof.

James D. Jackson and Donna M. Jackson (SEAL)

Donna M. Jackson (SEAL)

Donna M. Jackson
Date of atty dated 9/29/92

CONSENT TO ASSIGNMENT

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

Dated at Chicago, Illinois, SEPT 30 1992 (SEAL)

BY: VOLIN-LEVIN, INC., As Agent

BY: *[Signature]* (SEAL)
PROPERTY SUPERVISOR

DONE AT CUSTOMER'S REQUEST

92746939

51.50
~~51.50~~
7

UNOFFICIAL COPY



FIRST SECURITY BANK OF CH.
196 E. PEARSON ST.
CHICAGO ILL 60611

Property of Cook County Clerk's Office

UNOFFICIAL COPY

PROMONTORY APARTMENTS TRUST

48

LEASE ASSIGNMENT

ASSIGNMENT BY LESSEE

For value received, the undersigned Lessee hereby assigns all his/her/ their right and title and interest in and to the within Lease from and after
 JOSEPH J FOLEY & JAMES D JACKSON &
 JEAN K FOLEY unto DONNA M JACKSON of the City
 of Chicago, Illinois.

Jeannette K. Foley (SEAL)
 Lessee

Joseph J. Foley (SEAL)
 Lessee

ACCEPTANCE BY ASSIGNEE

In consideration of the foregoing assignment and the written consent of Lessor thereto, the undersigned hereby assumes and agrees to keep and perform all the covenants, promises, conditions and agreements of the within Lease by Lessee therein to be kept and performed and agrees to make all payments provided by said Lease from and after SEPT 30 1992, and further agrees that no further assignment or subletting of the premises described in said Lease, or any part thereof, shall be made except in accordance with the terms thereof.

James D. Jackson and Donna M. Jackson (SEAL)
 By Lawrence B. Levin under power of (SEAL)
 atty dated 9/24/92

CONSENT TO ASSIGNMENT

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

RECORDED

Dated at Chicago, Illinois, SEPT 30 1992 (SEAL)

BY: WOLIN-LEVIN, INC., As Agent

BY: Lawrence B. Levin (SEAL)
 PROPERTY SUPERVISOR

UNOFFICIAL COPY

Property of Cook County Clerk's Office

.R DEPT-01 RECORDING \$51.50
* T45555 TRAN 7564 10/07/92 14:07:00
* \$1653 ÷ E * -92-746939
* COOK COUNTY RECORDER

LEASE

Property of Cook County Clerk's Office

BETWEEN

PROMONTORY APARTMENTS TRUST

assigned 9-30-92 to James D. Jackson & Debra M. Jackson
~~James K. Foley~~ ~~Joseph J. Foley~~ and ~~Jeannie K. Foley~~
 assigned 10/2/94 to Joseph J. Foley and Jeannie K. Foley
 AND

~~assigned 2/1/91 to Charles J. Donnelly~~

5530 South Howard Avenue

U P 4 4 B

DONE AT CUSTOMER'S REQUEST

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LEASE

This lease made this 11th day of February, 1966 between Raymond Epstein, R. H. Friedlander and Morton B. Weiss, and Morton B. Weiss, not individually but as Managing Trustees of the Promontory Apartments Trust, a Trust created pursuant to agreement dated March 1, 1947, as amended, hereinafter referred to as "lessor" and George J. ... hereinafter referred to as "lessee".

WITNESSETH :

WHEREAS the Promontory Apartments Trust has been organized as a mutual ownership Trust under agreement dated March 1, 1947, as amended, between Raymond Epstein, R. H. Friedlander and Morton B. Weiss as Managing Trustees and The Trust Company of Chicago as Trustee for the purpose of owning and operating an apartment building at Number 5530-5532 South Shore Drive, Chicago 37, Illinois, and

WHEREAS Raymond Epstein, R. H. Friedlander and Morton B. Weiss and Morton B. Weiss have been selected as Managing Trustees of said Trust in accordance with the provisions of the said agreement, dated March 1, 1947, as amended, and are currently serving as such, and

WHEREAS lessee is the owner of a certificate of beneficial interest of said Trust and is desirous of renting the apartment herein described on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Lessor hereby leases to Lessee, for use as a private dwelling of Lessee and his family only, the premises known as Apartment No. 412 of the building located at Number 5530-5532 South Shore Drive in the City of Chicago, Illinois.

2. The term of this lease shall be from February 1, 1966, to April 30, 1967, and then from year to year thereafter during the continuance of Promontory Apartments Trust unless sooner terminated as hereinafter provided.

3. Lessee will pay to Lessor as rent for said apartment in lawful money of the United States of America 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 Five Dollars and 50/100 Dollars (\$5.50) per month, payable monthly in advance on the first day of every calendar month of said term, subject to increase or decrease as provided in sub-paragraph (b) hereof;

(b) A schedule showing the base rentals for all apartments under leases to owners of Certificates of Beneficial Interest of Promontory Apartments Trust, the Lessor, as of March 16, 1949, is hereto annexed, marked Exhibit "A." The Managing Trustees of the Trust shall, by resolution adopted on or before February 1st of each year, determine whether the rental shall be maintained, increased or decreased for the twelve-month period commencing on the next succeeding May 1st. In determining whether rents for such succeeding twelve-month period shall be maintained, increased or decreased, the Managing Trustees shall estimate the funds which, in their judgment, will be required by Lessor during such succeeding twelve-month period for the payment of all obligations of Lessor, including among other things taxes and assessments of all kinds, water rates, insurance

92746939

UNOFFICIAL COPY

premiums, operating expenses, the cost of repairs, additions, improvements, alterations and replacements to the building, annual interest and principal payments on mortgage indebtedness, refinancing expense, and, if deemed advisable, a reserve fund for such needful purposes as the Managing Trustees shall determine. If the Managing Trustees shall determine that the rentals for apartments in the building shall be increased or decreased, any such increases or decreases shall be applied equally to similar apartments.

Lessor shall notify Lessee in writing of any such increase or decrease not later than February 15th of any year, and Lessee shall thereupon pay the rental specified in such notice in equal monthly installments in advance, commencing on the first day of May for the succeeding twelve (12) months and for each succeeding twelve (12) months, unless and until a further notice of increase or decrease in the rental is given by the Lessor to Lessee, as herein provided.

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

OTHER OBLIGATIONS OF LESSOR

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

(a) The Lessee, upon paying the rents and performing the covenants of the Lessee as herein set forth, shall at all times during the term hereby demised 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; provided, however, that the Lessor shall have full power to determine the manner of maintaining and operating the apartment building;

(b) The Lessor shall at its own expense, maintain and operate the apartment building as a first-class apartment building and faithfully endeavor to furnish heat to the apartment when it may be necessary, and an ample supply of hot and cold water; maintain reasonable passenger and freight elevator service, and an adequate number of attendants for the proper care and service of the apartment building; allow proper mechanical connections for supplying to the Lessee electricity and telephone for use in the apartment; and use proper diligence to keep the sidewalks and courts clean, free from obstruction and lighted;

(c) The Lessor shall keep in good order, condition and repair the foundations, walls, ceilings, 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 it being agreed that the Lessee shall give the Lessor prompt notice of any disorders or defects requiring repairs to be made, and shall at all reasonable times allow the representative of the Lessor to enter and inspect the apartment for the purpose of determining the necessity and character of any such repairs and of making the same, and upon reasonable notice to permit the Lessor or its agents to remove such portions of the walls, floors and ceilings of the apartment as may be required for the purpose of making such repairs, all portions so removed to be replaced by the Lessor as soon as reasonably can be done, in as good condition as before removal. All repairs and replacements which the Lessor agrees to make shall be paid for by the Lessor unless rendered necessary by the act, neglect or carelessness of the Lessee or any member of his family or his or their guests, employees, or agents, in which event the expense shall be borne by the Lessee;

(d) If the Lessor shall make any repairs or improvements or do any other work in or about the apartment building or the apartment, the Lessor will execute such repairs and replacements and other work with due diligence and with as little interference as possible with the use of the apartment by the Lessee, but

UNOFFICIAL COPY

when necessary, the Lessor may limit or interrupt the service provided for the Lessee until all repairs or improvements shall have been made and completed, without in any manner or respect affecting or modifying the obligations or covenants of the Lessee herein contained.

(e) As a decorating allowance, the Lessor shall furnish annually, at such dates and times as shall be determined by the managing agent (as far as possible consistent with the convenience of the Lessee) for the decoration of the demised premises the services of not less than two men for two consecutive usual work days each. Lessee shall accept and use the services of said two men and shall furnish all materials, excluding items of decorator's or painter's equipment, to be used in the decorating of said premises. Said decorating allowance in whole or in part may be accumulated, at the option of the Lessee, for a period not to exceed two years.

(f) The Lessor shall at all times keep the apartment building insured in a reasonable amount against loss or damage by fire and windstorm, against liability under the Workmen's Compensation Law, and shall maintain a reasonable amount of public liability, elevator and boiler insurance.

(g) The foregoing undertakings of the Lessor are upon the express condition that there shall be no diminution or abatement of rent nor shall there be any other compensation for failure to perform the same or for interruption or curtailment of service, when such failure, interruption or curtailment shall be due to accident, alterations or repair, unavoidable or necessary to be made, or to inability or difficulty in securing supplies or labor, or to some cause other than gross negligence on the part of the Lessor, and no diminution or abatement of rent or other compensation shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the apartment building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a government authority, and the sole liability of the Lessor hereunder shall be limited to the cost of making such repairs, replacements, or other work.

OTHER OBLIGATIONS OF LESSEE

5. Lessee agrees that the character of the occupancy of the apartment is an especial consideration and inducement for the granting of this lease and he agrees that he will be responsible for the conduct of all persons in or about the apartment hereby leased and shall not permit or suffer anything to be done which will obstruct or interfere with the rights of other tenants, or annoy such tenants by unreasonable noises or otherwise, or injure the reputation of the apartment or the building of which it is a part, or obstruct the public halls or stairways of the building; and the Lessee agrees that he, his family and all persons dwelling or visiting in the apartment, will observe and comply with the House Rules annexed hereto and made a part hereof, and such other and further rules and regulations whether similar to or different from the present House Rules, as the Lessor may from time to time reasonably 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 mutual ownership building of the highest grade and its reputation as such will be preserved; and the Lessee will not permit or suffer anything to be done, brought, or kept, upon said premises, which will vitiate any policy of insurance on the apartment building or the contents thereof, or increase the fire insurance rate thereon, and he shall not use or permit the apartment to be used for any unlawful purpose, and he, his family and all persons dwelling or visiting in the apartment, shall promptly comply with all the laws, rules, orders, or regulations applicable to the apartment, made by any lawful authority, Municipal, State or National, or by the Chicago Board of Underwriters.

UNOFFICIAL COPY

6. The Lessee will not use the demised apartment or any part thereof, or suffer the same or any part thereof to be used for any purpose other than as a private residence for the Lessee and his family, or a sublessee occupying the same with the consent of the Lessor, as herein provided, for the same purpose; said apartment shall not be used as a boarding or lodging house, or for a school or to give instructions in music or singing or for any purpose of trade, business or professional entertainment; and none of the rooms shall be offered for rent by placing notices on any door, window, or on any other part of the apartment building or of said premises, or by advertising, nor shall any room in the apartment be offered for rent in any manner or be rented without the prior written consent of the Lessor.

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

8. Lessee shall keep the demised premises in good order, condition and repair and in a clean and sanitary condition and shall suffer no waste thereon or injury thereto. Lessee will repair all injury to said building caused by his act, negligence or carelessness or that of any sublessee or members of his family or of such sublessee, or of any guest, employee or agent of the Lessee or of such sublessee, and all such repairs shall be of quality and kind equal to the original work and all such repairs, alterations, additions or improvements made at any time shall be the property of the Lessor without any compensation to the Lessee therefor. In the event of any failure, refusal or negligence of Lessee, after notice in writing, to make such repairs, Lessor may, at its option, but without any obligation on its part so to do, make such repairs and any expense thereby incurred by the Lessor shall be so much additional rent due hereunder, payable on demand.

9. In the event that and so long as the Lessor provides electricity in the building, the Lessee shall obtain all current used in the premises from the Lessor and pay the Lessor's customary charge therefor. Such charges shall be billed monthly and shall not be in excess of the rates charged by Commonwealth Edison Company for residential service. The Lessee's failure to pay promptly the Lessor's charges for electricity shall entitle the Lessor upon not less than thirty (30) days' notice to discontinue furnishing current to the Lessee, and no such discontinuance shall be deemed an eviction or disturbance of Lessee's use of the premises or render Lessor liable for damages or relieve Lessee from performance of Lessee's obligations.

10. The Lessee, upon the termination of this lease by lapse of time or otherwise, or when the Lessor shall be entitled to the possession of the apartment under the provisions hereof, will quit and surrender the apartment including all additions, alterations, improvements, and equipment, all in the same good order, condition and repair as on the date of the commencement of the demised term, loss by fire or other casualty and ordinary wear and tear excepted, and the Lessee shall promptly deliver to the Lessor all keys to locks in or about said apartment whether originally furnished to the Lessee by the Lessor or otherwise procured by the Lessee, without any demand or notice whatsoever. If the apartment is not vacated by the Lessee or his sublessee when the Lessor may become entitled there- to under the provisions hereof, the Lessee agrees to reimburse the Lessor for all damages which the Lessor may suffer by reason thereof or at the option of Lessor to pay, as liquidated damages for the whole time that such possession is withheld, a sum equal to four times the amount of the rent due and payable during the time of said withholding under the terms of this lease, prorated for each and every day of such withholding.

UNOFFICIAL COPY

SUBLEASE AND ASSIGNMENT PROVISIONS

11. It is expressly understood and agreed that the character of and restrictions upon the occupancy of the apartment, as hereinbefore expressed and limited, is an essential part of the bargain and inducement for the granting of this lease and therefore Lessee shall not assign or attempt to assign this lease or any part thereof or permit the same to be assigned by operation of law, nor let or sublet all or any part of the apartment without in each case first obtaining the consent in writing of the Lessor to the proposed assignment or subletting and any attempted assignment shall be void and shall not vest in the assignee or sublessee any right, title or interest herein or hereunder or in or to the demised apartments. The Lessor shall have a reasonable time within which to grant or withhold its consent to any proposed assignment of its lease or sublease of all or any part of the apartment. No Lessor shall sublease all or any part of the apartment for a period in excess of one year. No such consent shall be required in connection with an assignment of the lease together with the Certificate of Beneficial Interest in the Trust owned by the Lessor to a trustee for the sole benefit of Lessee, his or her spouse, child or children, or if the Lessee, shall die and by virtue of any law of inheritance or of a will, will the ownership of said Certificate of Beneficial Interest and the Lessee's interest in this lease shall be transferred to the surviving spouse, child or children of the Lessor or to a trustee appointed under the provisions of the Last Will and Testament of the Lessee for the benefit of such surviving spouse, child or children.

If the Lessor shall consent to any assignment hereof or subleasing hereunder, there shall be no further assignment or subletting without in each case obtaining the express written consent of the Lessor, except as herein otherwise provided, and if an assignment is made in accordance with the provision of this lease, the assignee shall be subject to the same terms and conditions as to future assignments.

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

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

14. Since Lessee is entitled to this lease only by virtue of ownership of one of the Certificates of Beneficial Interest of Promontory Apartments Trust, no assignment of this lease, whether permitted by the terms hereof without the consent of Lessor or consented to by the Lessor, shall be valid unless, simultaneously with or prior to such assignment, the assignee, whether a trustee or otherwise, shall acquire the ownership of said Certificate of Beneficial Interest owned by Lessee. No assignment of this lease shall be valid unless the assignee shall within thirty (30) days after the execution and delivery of such assignment, or, if the assignee acquires title by descent or bequest, within thirty (30) days after such instrument in writing, executed under seal, wherein and deliver to the Lessor an instrument in writing, executed under seal, wherein and whereby such assignee shall expressly accept in writing such assignment and agree to assume and be bound by all of the covenants of the Lessee herein contained and all of the obligations of the Lessee thereafter accruing hereunder.

Whenever the Lessee under the provisions hereof shall be entitled to assign this lease and shall so assign it and the assignee shall acquire the ownership of the Lessee's Certificate of Beneficial Interest of Promontory Apartments Trust and deliver to the Lessor said instrument in writing, assuming all of the covenants and obligations thereafter accruing hereunder, then, and in that event, such Lessee-assignor shall be forever released and discharged of any and all of the covenants and obligations of this lease thereafter accruing.

UNOFFICIAL COPY

decide that termination of the lease by Lessor was justified. The arbitration provided for herein shall be in accordance with the Uniform Arbitration Act of Illinois (Ill. Rev. Stat., Ch. 10, § 101, et seq.)

C. In the event that at (a) any time during the term of this lease the Lessee shall be adjudicated a bankrupt under the laws of the United States; or (b) shall make a general assignment for the benefit of his creditors; or (c) if a receiver for the interest of the Lessee hereunder or of all of the Lessee's property shall be appointed by any court of competent jurisdiction, which appointment shall not be vacated within thirty (30) days after the appointment of such receiver; or (d) the Lessee's interest hereunder shall be levied upon by virtue of an execution and offered for sale pursuant thereto; or (e) if Lessee shall fail, for a period of fifteen (15) days after written demand therefor, to pay the rent herein reserved or other moneys due hereunder; or (f) if the Lessee shall violate any of the terms, covenants and conditions herein contained to be by the Lessee kept and performed, or fail or refuse to comply with any demand which Lessor by the terms hereof is permitted to make, and such violation or failure or refusal as the case may be shall continue for a period of thirty (30) days after written notice thereof to him; or (g) in the event of any attempted assignment or subletting in violation of the terms hereof; or (h) in the event the Lessee shall abandon said demised premises.

17. The Lessee hereby waives any and all other notices, whether required by statute or otherwise, of any default or demand for possession and agrees, in the event of a termination of this lease pursuant to or by virtue of any of the events or contingencies mentioned in the sub-paragraphs designated A to C of paragraph 15 of this lease, or in the event of the termination of this lease, or the re-entry of the Lessor pursuant to or by virtue of any of the events or contingencies mentioned in the sub-paragraphs designated A to C of paragraph 16 of this lease, and in any case, upon the service of notice of 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 possession of the demised premises to the Lessor, and agrees that the mere retention of possession by Lessee of the demised premises shall constitute a forcible detainer and that it shall be lawful for the Lessor, at its election, at any time thereafter and without further demand or notice, whether this lease be terminated or not, 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 the Lessor may use such force as may reasonably be necessary in expelling and removing the Lessee or other occupants of the demised premises without being liable to indictment, prosecution or damage therefor, and such entry shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due, nor a waiver of any covenant, agreement or promise in this lease contained to be kept and performed by Lessee.

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

927459339

UNOFFICIAL COPY

contained to be by the Lessee performed, and in each case the Lessee agrees to pay the deficiency in the rents collected, if any there be.

Except as herein expressly provided, Lessee waives any and all notice, whether required by statute or otherwise, of any default or demand for possession, and in the event of termination of this lease or the cessation of Lessee's right to possession as hereinabove provided, Lessee agrees forthwith to quit and surrender up possession of the demised premises.

CONTINGENCIES

18. In the event that the building of which the demised premises are a part shall be injured or damaged by fire or other casualty to an extent less than fifty per cent (50%) of its then full insurable value, or in the event the Lessor or a mortgage trustee or mortgagee, if any there be, elects to repair or rebuild under the provisions of sub-paragraph A of paragraph 15 hereof, then the Lessor, mortgage trustee or mortgagee shall repair or rebuild the same at the expense of the Lessor, the mortgage trustee or mortgagee, as the case may be, so as to conform substantially to the plans and general specifications in accordance with which the same was erected, as speedily as possible, delays caused by labor troubles, inability to obtain materials, governmental regulations, acts of God and the public enemy being excused. During the time that the demised premises shall be rendered untenable by such fire, explosion or other casualty, the rent herein reserved shall be abated.

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

20. If the Lessee shall fail or refuse, or not be personally present to open and permit an entry into the Lessee's apartment when for any reason an entry therein shall be necessary or permissible hereunder, the Lessor or its agents may forcibly enter the apartment without rendering the Lessor or such agents liable for any claim or cause of action for damages by reason thereof or by reason of the making of repairs after entry (provided that during such entry the 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 authority hereby reserved does not impose, nor does the Lessor assume, by reason thereof, any responsibility or liability whatsoever for the care or supervision of the apartment, or any of the pipes, fixtures, appliances or appurtenances therein contained or therewith in any manner connected, except as herein expressly provided.

21. The Lessee shall at all times during the demised term indemnify and save harmless the Lessor from every and all loss, cost and liability whatsoever which may arise from or be claimed against the Lessor by any person or persons or any claimant for any injuries to person or property or damage of whatsoever kind or character where the injury or damage arises from the use and occupancy of the apartment by the Lessee or those holding under the Lessee or arising either wholly or in part from any act or omission of the Lessee, or of any member of the family of the Lessee, or of any guest, servant, sublessee or other person or persons claiming through or under the Lessee, and any sums so expended or incurred by said Lessor, together with all its costs, expenses and reasonable attorneys' fees in connection therewith, are hereby agreed to be additional rent hereunder due and payable upon demand.

22. If the Lessee shall suffer or permit any lien to be filed or placed against the property of the Lessor, or the apartment, on account of any material furnished

UNOFFICIAL COPY

or labor or services rendered in the making of any decorations, repairs, restorations or alterations in the apartment or the apartment building and chargeable to or required to be made by the said Lessee under the terms hereof, then when such lien has been filed or placed the Lessee shall, after notice thereof as hereinafter provided, remove said lien or take such other action in respect thereof as the Lessor may, in writing, prescribe to protect said building and premises against the same, and if he does not do so, the Lessor may at its option pay and discharge the same, and any expenditure of the Lessor for said purpose, together with all costs, expenses and reasonable attorneys' fees paid or incurred in connection therewith, and interest at the rate of six per cent (6%) per annum, is hereby agreed to be additional rent hereunder due and payable upon demand; provided, however, that the Lessor shall have no right to pay such lien if the Lessee, in good faith, contests the same and so notifies the Lessor. In the absence of notification the Lessor shall not be required to inquire into the validity of any such lien nor to await the entry of any judgment or decree before paying same.

WAIVERS

23. The Lessor will not be liable for any injury or damage caused by any latent defect in the apartment or in or about the apartment building nor any injury or damage done or occasioned by the elements or by other tenants or persons therein or resulting from steam, gas, electricity, water, rain or snow which may leak or flow from any part of said building, nor shall the Lessor be responsible for any injury or damage done or occasioned by any defect in plumbing, electric wiring, or insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks or from the breaking of any sewer pipe or downspout, or from the bursting, leaking or running of any tank, in, upon or about the apartment or apartment building, or for the failure of water supply, gas supply, or electric current, or for the presence of water bugs, vermin, or insects, if any, nor shall their presence in any way affect this lease, or for interference with light or other incorporeal hereditaments by any one other than the Lessor, and it is expressly understood and agreed that the foregoing enumeration is not intended to be all inclusive, but that the Lessor will not be liable for any repairs or damage or injury to person or property in or about the apartment or the building except to the extent of paying for the cost of making such repairs as are specifically required to be made by the Lessor hereunder.

Lessor shall not be responsible for any package or article left with, or entrusted to, an employee or agent of the Lessor.

If the Lessor shall furnish to the Lessee as appurtenant to the apartment any storage space, use of laundry or any other facility outside of the apartment, it is understood and agreed that the same is furnished gratuitously by the Lessor, and that if the Lessee or any other person shall use the same, such person does so at his or her own risk and upon the express stipulation that the Lessor shall not be liable for any loss of property therein, or any damage or injury whatever to person or property.

The Lessor shall not be liable to the Lessee or to any other person claiming through or under the lessee for any damage or injury arising from any act, omission or negligence of co-tenants or other persons, or occupants of the building or of adjoining or contiguous property, or from any act, omission, or negligence of the Lessor's agents or servants, all claims for damage or injury referred to in this paragraph 23 being hereby expressly waived and released by Lessee.

24. This lease and the interest of Lessee, his spouse, heirs, executors, administrators and assigns, in said premises shall at all times and under all circumstances be and remain subject and subordinate to the lien of each, every and all mortgages or trust deeds upon the building and its improvements 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 created.

UNOFFICIAL COPY

Lessee, for himself and all persons claiming by, through or under him, further covenants and agrees with the Lessor that upon the making, executing and delivering by the said Lessor of any such mortgage, trust deed or agreement, the Lessee, his spouse, and all persons rightfully claiming any estate or interest in or to the apartment by, through or under said Lessee, shall from time to time, and at all times, at the request of the Lessor or at the request of such mortgagee, trustee, or party to any such agreement, execute all such conveyances, assignments, releases, including the release and waiver of the right of homestead, or further assurances for the purpose of more fully vesting and confirming in such mortgagee, trustee, or party to any such agreement, all the right, title and interest herein granted and demised to the Lessee, as the Lessor or any said mortgagee, trustee, or party to any such agreement shall require and as shall be tendered to be done and executed; and in pursuance thereof the Lessee hereby irrevocably constitutes any attorney of any court of record, attorney for him and in his name and stead to execute such conveyances, releases, including the release and waiver of the right of homestead, assignments, agreements or further assurances, and such instruments or other documents for the Lessee as in the judgment of such attorney in fact may be necessary or desirable to carry out and effect the purposes herein set forth, and the Lessee hereby ratifies and confirms all that his said attorney may lawfully do by virtue hereof.

Nothing in this paragraph 24 or elsewhere in this lease contained, shall be construed to impose any liability upon the Lessee, his spouse, executors, administrators, or assigns under any such mortgages or trust deeds or the indebtedness secured thereby.

GENERAL PROVISIONS

25. For the protection of all certificate holders, Lessor is hereby given and shall have at all times until the payment in full of all rents and other sums due hereunder a first and valid lien upon the interest of Lessee hereunder, and upon the Certificate of Beneficial Interest of Promontory Apartments Trust owned by the Lessee, to secure the payment of any and all sums which may at any time become due to Lessor hereunder, which lien may, at the option of the Lessor, be foreclosed in equity or in any other lawful manner, at any time when such sum or any portion thereof shall become overdue hereunder; and in the event of any such foreclosure, a receiver may, at the option of Lessor, be appointed with the usual powers of receivers in equity to take possession of any or all of the property covered by such lien and relet all or such portion thereof as such receiver shall, pursuant to order of court, see fit. The Certificate of Beneficial Interest of Promontory Apartments Trust owned by the Lessee is hereby continuously and irrevocably pledged by the Lessee to the Lessor as security for the payment from time to time and as often as the same may become due and payable of any and all obligations of the Lessee to the Lessor hereunder. The Lessor shall have and it is hereby irrevocably given the right to sell said Certificate of Beneficial Interest in the event of a default by the Lessee in the payment of any sum or sums due and owing by the Lessee to the Lessor pursuant to any provisions of this lease and the continuance of any such default for a period of sixty (60) days after written notice from the Lessor to the Lessee specifying such default. Said Certificate of Beneficial Interest may be sold by the Lessor, at public or private sale, for cash or upon such terms of credit as to the Lessor shall seem reasonable and proper, upon not less than five (5) days' written notice by the Lessor to the Lessee of the time and place of said sale. At any such sale either the Lessor or the Lessee or its agents may bid for and purchase such Certificate of Beneficial Interest.

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

65694226

UNOFFICIAL COPY

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

27. The failure of the Lessor to insist in any one or more instances upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained or the waiver of any breach of covenant, shall not be construed as a waiver of any succeeding breach of such covenant or a relinquishment for the future of any option, but the same shall continue and remain in full force and effect. The receipt by the Lessor or rent from the Lessee or from any subtenant to be applied toward the payments due to the Lessor with or without knowledge of the breach of any covenant hereof, or the giving or making of any notice or demand, whether or not in compliance with any statutory provision or not, or any act or series of acts after each breach, shall not be deemed a waiver of such breach, and none of the covenants herein contained shall be waived, modified, or forfeited by any act of any collector, employee, or agent of the Lessor or in any other manner except by the action of the Lessor in writing.

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

28. All covenants and agreements, conditions, and undertakings in this lease contained, shall extend and inure to and be binding upon the parties hereto, and the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto, the same as if they were in every case named and expressed, and the same shall be construed as covenants running with the land, and wherever in this lease reference is made to the Lessor or the Lessee, it shall be held to include and apply to the heirs, legal representatives, successors or permitted assigns of such party, the same as if in each and every case so expressed and although the above terms are expressed in the singular number, it shall nevertheless be taken to apply to the persons appearing as the actual lessees hereunder, whether one or more, male or female, provided that the Lessee may not assign except as herein provided.

29. In the event that the standard provisions of all of the leases given by Lessor to the tenants of the building of which the demised premises form a part shall be changed by Lessor in accordance with the provisions of the agreement establishing Promontory Apartments Trust, Lessee covenants that he will, at the option of Lessor, surrender and cancel this lease and will execute a new form of lease containing such changed standard provisions for the balance of the demised term.

30. 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

92746933

UNOFFICIAL COPY

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.

SIGNATURES

31. This agreement is executed on behalf of the Managing Trustees of Promontory Apartments Trust not personally but as Managing Trustees under the terms of that certain Trust Agreement dated March 1, 1947, as amended, creating the Promontory Apartments Trust; and it is expressly understood and agreed between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, and agreements herein made are made and intended not as personal covenants, undertakings, and agreements of the Managing Trustees, the Trustee under said Trust, or the Certificate Holders, Individually or collectively, or for the purpose of binding them or any of them personally but this agreement is executed and delivered on behalf of the Managing Trustees solely in the exercise of the powers conferred upon them as such Managing Trustees and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced, against them on account thereof or on account of any covenant, undertaking, or agreement herein contained, either express or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto and by all persons claiming by, through, or under said parties.

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

.....
ERIC L. LEDERER

.....
MORRIS W. ROSSIN

HOGAN, Managing Trustee
By *[Signature]* (SEAL)
Agent

LESSOR

[Signature] (SEAL)

[Signature] (SEAL)
LESSEE

HOUSE RULES

LESSOR

1. The public halls, sidewalks and stairways shall not be obstructed or used for any other purposes than for ingress to and egress from the apartments.
2. No baby carriages, velocipedes, or bicycles will be allowed in the halls, passageways, areas or courts of the building.
3. Children shall not be permitted to loiter or play on the stairways or in the halls or lobby.
4. Halls and stairways shall not be used for the storage of furniture or other articles.
5. No automobiles shall be parked within fifteen feet of either side of the porte-cocheres nor shall doormen or other building employees be requested or permitted to park cars for tenants.
6. Servants and employees of tenants and persons making deliveries to tenants shall not use the passenger elevators except when accompanied by the tenant.
7. 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 and service elevator of said building only. All damages to the

65601226

...shall be paid by the tenant, or person in charge of such articles
8. Tenants attired in beach or bathing wear shall be required to use the service elevator and entrance.
9. Tenants will not be allowed to put their names in any entry, passageway, vestibule, hall or stairway of the building, except in the proper places provided for use of the apartments occupied by them respectively.

10. No sign, signal, advertisements or illumination shall be installed or exposed on or at any window or other part of the apartment building, nor shall any window air conditioner be installed on the East or South walls of the building, except such as shall be approved by them respectively.
11. No radio or television aerial or connection shall be installed by the tenants outside of their respective apartments without the consent of the Lessor.

12. 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 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 1 o'clock A.M., if the same shall disturb or annoy other occupants of the building.
13. Animals and birds are not allowed in the demised premises, except by special permission of the Lessor. When permitted, pets shall be restricted to the service elevator and entrance, and may not be transported in the Passenger elevator or through the lobby entrance.

14. No water, gas, swimming or window guards shall be used except such as shall be put up or approved by the Lessor.
15. 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.

16. The water, gas, and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweeping, rubbing, tags, paper, ash or other substances shall be thrown therein. Any damage to the building or other substances shall be character whatever shall be paid by the tenant who shall cause it.
17. Wet garbage shall be wrapped in paper and deposited in receptacles provided for that purpose.

18. Nothing shall be thrown, emptied by the tenants or their servants out of the windows or doors, or down the passageways, courts, or in the building areas, outside window sills.
19. The water shall not be permitted to run in any unreasonable or unnecessary length of time in the demised premises.

20. No rugs shall be beaten in the halls, nor dust, rubbish or litter swept from the demised premises or any room or roof into any of the halls or entryways of the building containing said premises, except under the direction of the janitor.
21. Laundry work shall be done only in the place or places set aside by Lessor for this purpose in the building of which the demised premises are a part, and only the equipment provided by Lessor for this purpose shall be used.

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

9276939

Clerk's Office

PROMONTORY APARTMENTS

RENT SCHEDULE APPROVED BY TRUSTEES

MARCH 16, 1949

This schedule applies only to apartments occupied by certificate holders and is not to be taken as an indication of the rental market value of these apartments.

92746989

Floor	A	B	C	D	E	F
1			Engineer			\$120
2	\$138	\$131	\$140	\$177	\$138	\$150
3	138	131	140	177	138	150
4	140.50	133.50	142.50	179.50	140.50	152.50
5	140.50	133.50	142.50	179.50	140.50	152.50
6	143	136	150	184.50	143	157.50
7	143	136	150	184.50	143	157.50
8	148	141	157.50	192	148	165
9	148	141	157.50	192	148	165
10	153	143.50	165	197	153	172.50
11	153	143.50	165	197	153	172.50
12	153	143.50	165	197	153	172.50
13	153	143.50	165	197	153	172.50
14	158	148.50	172.50	202	158	180
15	158	148.50	172.50	202	158	180
16	158	148.50	172.50	202	158	180
17	158	148.50	172.50	202	158	180
18	163	153.50	177.50	207	163	185
19	163	153.50	177.50	207	163	185
20	163	153.50	177.50	207	163	185
21	163	153.50	177.50	207	163	185