

Real Estate Sales Contract

SUBJECT TO RIDER, ATTACHED HERETO AND MADE A PART HEREOF

93882264

1. William R. Denten and Deborah A. Denten (Purchaser)
agrees to purchase at a price of \$ 160,000.00 on the terms set forth herein, the following described real estate
in Cook County, Illinois:

LOT 1 IN BLOCK 5 IN 1ST ADDITION TO FRANKLIN PARK, PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

P.P.I #12-28-208-010-0000
commonly known as 9651 Franklin Avenue, Franklin Park, Illinois 60131, and with approximate lot dimensions of _____, together with the following property presently located thereon: all plumbing, heating, venting, air conditioning and electrical - fixtures and attachments and additions.

2. Nino Cisternino and Carmeline Cisternino (Seller)
agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable Warranty deed, with release of homestead rights, if any, and a proper bill of sale, subject only to: (a) covenants, conditions and restrictions of record; (b) ~~public~~ public and utility assessments and roads and highways, if any; (c) party wall rights and agreements, if any; (d) ~~existing liens and mortgages~~ existing liens and mortgages attached to the property; (e) ~~any other liens and mortgages~~ any other liens and mortgages attached to the property; (f) assessments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (g) mortgage or trust deed specified below, if any; (h) general taxes for the year 1993 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) 1993; and to NOT.

3. Purchaser has paid \$ per Rider as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus pro rata, at the time of closing as follows: ~~(strike language and subsequent provisions)~~ \$45.50

(a) The payment of \$ per Rider

(b) The payment of \$ _____ and the balance payable as follows:

to be evidenced by the note of Purchaser (grantee), providing for full prepayment privileges without penalty, which shall be secured by a part-purchase money mortgage (trust deed), the latter instrument and the note to be in the form hereto attached as Schedule B, or, in the absence of this attachment, the forms prepared by _____ and identified as Nos. _____, and by a security agreement (as to which Purchaser will execute or cause to be executed such financing statements as may be required under the Uniform Commercial Code in order to make the lien created thereunder effective), and an assignment of rents, said security agreement and assignment of rents to be in the forms appended hereto as Schedules C and D. Purchaser shall furnish to Seller an American Land Title Association loan policy insuring the mortgage (trust deed) issued by the Chicago Title Insurance Company.

(**If a Schedule B is not attached and the blanks are not filled in, the note shall be secured by a trust deed, and the note and trust deed shall be in the forms used by the Chicago Title and Trust Company.)

(c) The acceptance of the title to the real estate by Purchaser subject to a mortgage or trust deed of record securing a principal indebtedness (which the Purchaser [does] [does not] agree to assume) aggregating \$ _____ bearing interest at the rate of _____ % a year, and the payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the purchase price.

4. Seller, at his own expense, agrees to furnish Purchaser a current plat of survey of the above real estate made, and so certified by the surveyor as having been made, in compliance with the Illinois Land Survey Standards; locating all improvements, showing no encroachments and showing no easement violations.

5. The time of closing shall be on per Rider or on the date, if any, to which such time is extended by reason of paragraphs 2 or 10 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of _____ or of the mortgage lender, if any, provided title is shown to be good or is accepted by Purchaser.

6. Seller agrees to pay a broker's commission to Seller represents no broker involved in the amount set forth in the broker's listing contract or as follows: _____

7. The earnest money shall be held by per Rider for the mutual benefit of the parties.

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within 5 days from the date hereof, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser.

This contract is subject to the Conditions and Stipulations set forth on the back page hereof, which Conditions and Stipulations are made a part of this contract.

Dated 8/18/93
Purchaser William R. Denten (Address) 9672 Franklin Avenue
Deborah A. Denten (Address) Franklin Park, Illinois 60131
Seller Nino Cisternino (Address) 3215 North Nava
Carmeline Cisternino (Address) Chicago, Illinois 60634

DEPT-01 RECORDING
93882264 TRAN 5812/11/01/93 15:51:00
9947 * -93-882264
COOK COUNTY RECORDER

03
22
88
21

4550
2
BANK

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to the time of closing, the plat of survey (if

Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title

2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery hereof to

3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. The amount of the current general taxes not then

The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows: per above

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the

6. At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an

7. Time is of the essence of this contract.

8. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by

UNOFFICIAL COPY

EXHIBIT "A" TO REAL ESTATE CONTRACT DATED 10/18, 1993

PURCHASER: WILLIAM R. DENTEN & DEBORAH A. DENTEN

SELLER: NINO CISTERMINO & CARMELINE CISTERMINO

LEGAL DESCRIPTION OF PREMISES:

LOT 1 IN BLOCK 5 IN 1ST ADDITION TO FRANKLIN PARK, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PPI# 12-28-208-010

COMMON ADDRESS: 9651 FRANKLIN AVENUE
FRANKLIN PARK, ILLINOIS 60131

93552264

UNOFFICIAL COPY

9 3 0 0 2 2 5

RIDER ATTACHED TO AND MADE A PART OF
REAL ESTATE SALE CONTRACT ("CONTRACT")
DATED 8/18/95, BY AND BETWEEN
WILLIAM R. DENTEN AND DEBORAH A. DENTEN ("PURCHASER")
AND
NINO CISTERNINO AND CARMELINE CISTERNINO ("SELLER")

9651 FRANKLIN AVENUE, FRANKLIN PARK, ILLINOIS 60131 ("PROPERTY")

1. **NOTICES.** In addition to the notices required to Purchaser and Seller pursuant to Paragraph 8 of the Conditions and Stipulations of the Contract, copies shall be sent in the same manner:

If to Purchaser, copy to: Mark A. Yohanna
134 North LaSalle Street
Suite 1108
Chicago, Illinois 60602

If to Seller, copy to:

2. **IRPTA.** Neither Purchaser nor Seller has conclusively determined that the disclosure requirements of the Illinois Responsible Property Transfer Act (the "Act") apply to the transfer contemplated under this Contract. Notwithstanding this, Seller will prepare disclosure document required under the Act and will furnish same to Purchaser within fourteen (14) days of execution of this Contract and Rider. Purchaser agrees to furnish a copy of the Disclosure Document to each mortgage lender of Purchaser with any application or other inquiry concerning a mortgage loan. In addition, and without limitation Purchaser shall:

- (a) within five (5) days of the date any loan commitment is issued to Purchaser or on their behalf with respect to this transfer:
- (i) give written notice to Seller of the name and post office address of each mortgage lender who has issued a commitment; and
 - (ii) simultaneously with closing, at Seller's costs place the Disclosure Document of record with the Cook County Recorder, and file the Disclosure Document with the Illinois Environmental Protection Agency.

If, during the term of this Contract, Purchaser or Seller discover that disclosure is required pursuant to the Act, Seller shall take all steps necessary at its sole cost to comply with the terms of the Act.

95082001

UNOFFICIAL COPY

9 3 3 2 2 6 1

3. CONFLICTS. In the event of a conflict or inconsistency between the printed portion of this Contract to which this Rider is attached and this Rider, the latter shall control.

4. TERMINATION. Purchaser shall have the right to terminate this Contract for any reason whatsoever in Purchaser's sole and absolute discretion, including but not limited to its dissatisfaction with the condition of the real estate, any improvements, or any items of personal property to be conveyed hereunder by giving written notice to Seller on or before the expiration of Purchaser's lease of the premises as described and referred to elsewhere herein.

5. BROKERAGE. Purchaser represents and warrants to Seller that they have not retained any real estate broker or insurance Agent to assist in completion of this transaction, and agree to indemnify and defend Seller for any breach of this representation and warranty. Seller represents and warrants to Purchaser that they have not retained any real estate broker or to assist in completion of this transaction, and agree to indemnify and defend Purchaser for any breach of this representation and warranty. These warranties shall survive the closing.

6. NO ADVERSE MATTERS. Seller represents and warrants to Purchaser that there are no underground storage tanks, hazardous wastes or contaminants, or any adverse matters affecting the condition of the Property or the condition of the personal property to be conveyed hereunder. Seller further represents and warrants to Purchaser that neither the Property nor the personal property are subject to either Federal or State "forfeiture" laws and that Seller is not the subject of any criminal investigation. These warranties shall survive the Closing.

7. INCOME TAX ACT. Seller shall deliver to Purchaser at Closing a determination letter from the Department of Revenue of the State of Illinois as required pursuant to Section 9-902(d) of the Illinois Income Tax Act (Ill. Rev. Stat. ch. 120, para. 1-101 et. seq.) to the effect that there is no assessed but unpaid tax, penalty or interest due under or pursuant to said act.

8. PARTIES. If the owner of record is a land trustee or a corporation, the beneficiaries and/or directors/officers shall be disclosed to Purchaser and they shall join in the execution of this contract, as shall the owner of record, and each of them shall be fully bound by its terms and conditions as if owners of record.

9. NOMINEES. Purchaser's execution hereof shall be on behalf of Purchaser and/or Purchaser's nominees.

10. SURVIVAL. All representations of Seller, or Seller's beneficiaries and/or directors/officers shall survive closing

9355226493482264

UNOFFICIAL COPY

9 3 3 1 2 2 6 1

hereunder and shall not merge in any deed.

11. LEASE. Purchaser and Seller shall enter into a lease (the "Lease") of the demised premises substantially in form as attached hereto and made a part hereof as Exhibit "B". The parties recognize that, the Seller is in the process of vacating the premises and same may not be available for Purchaser to occupy on August 15, 1993. In such event, Seller shall deliver possession to Purchaser thereafter on seven days notice to Purchaser given, but no later than September 01, 1993 and the lease shall be deemed to begin on the date possession is delivered. In the event Seller is unable to deliver possession to Purchaser in a timely fashion hereunder, Purchaser, at Purchaser's option, may extend the commencement date of the lease to such date as possession is actually delivered. Further, Purchaser shall be entitled to commence an action in forcible detainer to obtain possession of the premises in the event same is not delivered on or before September 01, 1993; and in any such action shall be entitled to obtain possession of the premises and recover all attorney's fees and costs incurred in such action, from and against Seller.

12. CLOSING. Closing hereunder shall be upon thirty days written notice from Purchaser to Seller that Purchaser is ready to close.

13. PURCHASE CREDITS. The Purchaser price herein shall be reduced by \$833.33 per month for every month that rental payments are made prior to Closing under the Lease, up to a maximum of \$10,000.

14. CLOSING FAILURE TO NOTIFY. In the event Purchaser does not give notice more than thirty days prior to expiration of the Lease, of Purchaser's readiness to close, then the Purchase Contract shall be deemed null and void and of no effect. For purposes of this paragraph the expiration of the Lease shall be deemed to be one year from the date possession of the premises is actually delivered by Seller to Purchaser.

15. TITLE HOLDER. Seller represent and warrant that they are the legal title holder or are beneficial owner of the premises, and shall deliver documentation demonstrating same to Purchaser within seven days of date hereof. Such documentation shall include but not be limited to Seller's policy of title insurance demonstrating ownership of the property and, if applicable, certified copy of the Trust Agreement, if the legal title holder is a land trustee.

16. MORTGAGES & OTHER LIENS. During the term of the Lease Seller shall furnish Purchaser, upon request, with evidence of payment of all mortgages and mortgage payments as due, liens or encumbrances, and taxes that may accrue during the term of the Lease. In the event Seller fails to make any such payment when due, Purchaser is authorized to pay such mortgagee, lienholder,

UNOFFICIAL COPY

9 5 1 2 2 5 4

encumbrancer or taxing body directly and to deduct any such payment from rentals due under the Lease, and any such payment shall be deemed rental payments under the Lease.

17. INSPECTION. Purchaser shall have the right at all times after execution of this contract to enter upon the real estate at Purchaser's sole cost and expense for the purpose of making and conducting all test, studies, inspections and inquiries that Purchaser deems necessary to assure the suitability of the real estate, both above and beneath the surface of the land, for Purchaser, including, solely by the way of illustration and not limitation, structural, mechanical, HVAC and electrical inspections, environmental assessments, soil test, engineering studies, determination of the elevation of all improvements on the real estate and verification of the rentable space and total square footage of the real estate. In the event Purchaser, in Purchaser's sole discretion, however subjective, determines that the results of the test and/or studies and/or inspections and/or inquiries are not satisfactory, Purchaser, at Purchaser's sole election, may terminate this Contract by giving notice of termination to Seller at any time thirty days prior to the expiration of Lease herein. Such notification shall terminate the Contract, instanter, and shall serve as thirty days notice of termination of the Lease and will effect such termination.

18. ADDITIONAL DOCUMENT. At closing, Seller shall provide Purchaser with their Affidavit of Title warranting to indemnify, to defend and to hold Purchaser harmless from any liability or claims relating to, each of the following: that no labor or material has been furnished for the premises within the last four months immediately preceding the closing date for which payment has not been fully made; that since the title date in the report on title, Seller has not done or suffered to be done anything that could in any way affect the title to the real estate, and no proceedings have been filed by or against Seller, nor has any judgment decree been rendered against Seller, nor is there any judgment note or other instrument that can result in a judgment or decree against Seller within five days from the closing date; (excepting acts of Purchaser); and shall provide extended title insurance coverage.

19. CONTRACT & LEASE. Purchaser's obligations under the Contract, which this Rider forms a part, and the Lease, and each of them, are contingent upon execution of the Contract and Lease by all parties hereto and Seller's compliance with Seller's duties under this Agreement and said Lease.

20. ADDITIONAL SELLER WARRANTIES. Seller covenants, represents and warrants to purchaser as follows:

(a) Between the date of the execution of this contract and the closing, Seller: shall not, without first obtaining the written consent of Purchaser, enter into any contracts, agreements, assignments or leases

UNOFFICIAL COPY

9 3 1 2 2 5 4

pertaining to the real estate; shall not convey any real estate that is being conveyed to Purchaser; and shall remedy any violations to the real estate, which are imposed by any governmental authority having jurisdiction over, or affecting all or any part of the real estate, of which Seller has received notice. So long as same is not due to the act or actions of Purchaser.

(b) Seller is not a party to any contract, option, agreement or commitment to sell, convey, assign, transfer, provide rights of first refusal or other similar rights or otherwise dispose of any portion or portions of the real estate. Seller is not a party to any service contracts in connection with the real estate.

(c) No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending, or threatened against Seller, nor are any such proceeding contemplated by Seller.

(d) Seller has no actual knowledge of any plan, study or effort by any governmental agency or authority to condemn, or which would materially affect the present use or zoning of the real estate, and the real estate as presently developed, constructed and used is in conformity with all applicable zoning laws and regulations.

(e) Seller has no actual knowledge of any defects or inadequacies in the real estate which if not corrected would result in termination of insurance coverage, increase its cost or otherwise affect the insurability of real estate.

(f) Seller has no actual knowledge of any special assessments presently pending with respect to the real estate and there are no special assessments of any nature being contemplated.

(g) The Seller shall maintain the real estate in its present physical condition, ordinary wear and tear excepted, until the closing.

21. SUBSEQUENT VIOLATIONS. If, subsequent to the date hereof, Seller receives notice of any alleged violation or substantial threat of violation of any of the provisions listed in paragraph 8 on the first (front) page of the Contract, the Seller, within five days, shall notify the Purchaser in writing of said violation or threat thereof and Purchaser shall have twenty-one days from receipt of said notice to elect to terminate this contract; so long as such violation or threat of violation

UNOFFICIAL COPY

9 3 3 2 2 3

is not caused by the acts or actions of the Purchaser.

22. CONTINUING REPRESENTATIONS. In addition to any conditions provided in other provisions of this contract, Purchaser's obligation to purchase the real estate is and shall be conditioned on the substantial performance by the Seller of each and every covenant, undertaking and agreement to be performed by the Seller hereunder and the substantial truth of each material representation and warranty made in this contract by the Seller at the time as of which the same is made, and as of the closing as if made on and as of the closing.

23. PURCHASER REMEDIES. If Seller should breach any of Seller's covenants, conditions, representations or warranties contained in this contract or should fail to consummate the sale contemplated herein for any reason other than Purchaser's default, Purchaser may, in Purchaser's sole discretion, in addition to all remedies contained elsewhere in this contract, ten days after providing notice to Seller and upon Seller's failure to cure Seller's breach within such ten day period:

- (a) Terminate this contract, without further liability on Purchaser's part;
- (b) Rescind this transaction; or
- (c) Enforce specific performance of this contract.

24. MODIFICATION. No modifications, amendments, discharge or changes of this contract, except as otherwise provided herein, shall be valid unless the same modification, amendment, discharge or change is in writing and signed by the party against whom enforcement is sought.

25. ILLINOIS LAW. This contract shall be construed and interpreted under the laws of the State of Illinois.

26. EXECUTION. The parties agree that this contract may be executed in counterparts, each of which shall constitute one and the same original, comprising one agreement.

27. REAL ESTATE TAXES. During the term of the lease to be entered into between Purchaser and Seller, in addition to rental payments required thereunder, Purchaser shall be responsible for the payment of real estate taxes that accrue during the lease term. The parties estimate that the annual real estate taxes on the premises are \$4,800. Therefore, Purchaser shall pay said taxes by depositing with Seller the sum of \$400 per month, to be due and payable simultaneously with each rental payment under the lease, and same shall be considered additional rent. Upon receipt of actual tax bills, Seller shall notify Purchaser of any additional sums that may be due and same shall be paid to Seller within fifteen (15) days of such notice. Any overpayments received by Seller shall be refunded to Purchaser upon receipt of

93482264

UNOFFICIAL COPY

9 3 1 0 2 2 3 1

such tax bill.

28. HEADNOTES. Headnotes or titles to paragraphs herein are for convenience only and shall have no legal significance.

IN WITNESS WHEREOF, the parties hereto have executed this Rider as of the 18 day of August, 1993.

PURCHASER:

William R Denton

Kleboral Denton

SELLER:

Spino Cesternino

Carmelina R Cesternino

LAND TRUSTEE OR CORPORATION:

BY: _____

Title: _____

ATTEST:

Title: _____

The undersigned executes this Agreement for the purpose of representing that it has dealt with no persons entitled to assert a lien pursuant to the Broker Lien Act. The undersigned agrees to execute and deliver at the closing such waivers or releases and affidavits as are necessary to cause the Title Insurance to waive its exceptions with respect to the Broker Lien Act. At the request of Seller, the undersigned agrees to deliver the waivers or releases and affidavits to the Title Insurer for examination prior to closing.

By: _____

\\CON\DENT9651

THIS LEASE REPLACES FORMS 9 & 9-1

UNOFFICIAL COPY

GEORGE E. COLE
LEGAL FORMS

STORE LEASE

CAUTION: This is a copy of a lease form prepared by the State Bar of Illinois for the purpose of providing a uniform form for the use of attorneys and their clients. It is not intended to be used as a substitute for legal advice or as a substitute for a particular jurisdiction's law.

DATE OF LEASE	TERMS OF LEASE	MONTHLY RENT
	BEGINNING	ENDING
	August 15, 1993	August 15, 1994
		\$2,000.00

Location of Premises:

9651 Franklin Avenue, Franklin Park, Illinois 60131

Purpose:

LESSEE	LESSOR
NAME . William R. Denton and Deborah A. Denton	NAME . Nino Cisternino and
ADDRESS . 9672 Franklin Avenue	ADDRESS . Carmelino Cisternino
CITY . Franklin Park, Illinois 60131	CITY . Chicago, Illinois 60634

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

RENT 1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

WATER, GAS AND ELECTRIC CHARGES 2. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills to be levied or charged on the Premises, for and during the time for which this lease is granted, and in case any water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amount, so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

SUBLETTING; ASSIGNMENT 3. Lessee shall not sublet, assign, or otherwise dispose of the Premises or any part thereof, or of the right to use the Premises, without the prior written consent of Lessor, which consent shall be given or withheld at the discretion of Lessor. Any subletting, assignment, or other disposition of the Premises or any part thereof, or of the right to use the Premises, without the prior written consent of Lessor, shall be null and void and shall not bind Lessor or any subsequent tenant or assignee of Lessor.

LESSEE NOT TO MISUSE 4. Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable, toxic or explosive, without the written permission of Lessor first had and obtained. Lessee will not load, store or use any material on the Premises in excess of the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

CONDITION ON POSSESSION 5. Lessee shall not use the Premises for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable, toxic or explosive, without the written permission of Lessor first had and obtained. Lessee will not load, store or use any material on the Premises in excess of the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

REPAIRS AND MAINTENANCE 6. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

ACCESS TO PREMISES 7. Lessor shall have the right to enter the Premises at any time for the purpose of inspecting the same, or for the purpose of making repairs or improvements thereon, or for the purpose of showing the same to prospective tenants or assignees, and Lessee shall not be liable to Lessor for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the

LIABILITY OF LESSOR 8. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the

9355226-1

UNOFFICIAL COPY

building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

RESTRICTIONS,
HOUSING,
AFFILIATION,
LIMITS

XXXXXX

HEAT

10. Where building is equipped for the purpose, Lessor shall furnish to Lessee a reasonable amount of heat, from October 1st to May 1st, whenever in Lessor's judgment necessary for comfortable use of the Premises, during customary business hours (excluding Sundays and holidays), but not earlier than 8 a.m. nor later than 6 p.m. unless specifically stated herein. Lessor does not warrant that heating service will be free from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor, or by renewal or repair of the heating apparatus in the building. Any such interruption shall not be deemed an act of omission or disturbance of Lessee's use and possession of Premises, nor render Lessor liable to Lessee in damages. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.

FIRE AND
CASUALTY

11. In case the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and determine.

TERMINATION;
HOLDING
OVER

12. At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, less by fire and ordinary wear excepted, and will return the key thereof to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, such holding over constitutes a tenancy for a month to month tenancy, upon the terms of this lease except as to the monthly rental specified in Section 1, which shall be the same as the monthly rental for the last month of the term of this lease.

LESSOR'S
REMEDIES

13. If Lessee shall vacate or abandon the Premises or in case of the non-payment of the rent reserved hereby, or any part thereof, Lessee's right to the possession of the Premises thereupon shall terminate with effect from the date of such notice or demand, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with effect from the date of such election or any notice or demand thereafter, this lease shall thereupon terminate, and upon the termination of Lessee's right of possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, 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 except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this lease.

RIGHT TO
RELET

14. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or tenant to mitigate the damages of Lessee or otherwise, Lessee hereby waiving the use of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating, Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

COSTS AND
FEES

XXXXXX

98552264

CONTINUED
OF
PAGE 1

LESSOR'S
LIEN

18. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

REMOVAL
OF OTHER
LIENS

19. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in paragraph 16 hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

REMEDIES
NOT
EXCLUSIVE

20. Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed (i.e. to London, NJ property address).

NOTICES

21. (a) Provisions typed on this lease and all orders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.
(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.
(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.
(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessor or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Lessee the warrant of attorney in paragraph 16 is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession of judgment against any one or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees.

MISCELLANEOUS

22. If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

SEVER-
ABILITY

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

..... (SEAL) (SEAL)
..... (SEAL) (SEAL)
..... (SEAL) (SEAL)
(Lessor) (Lessee)

ASSIGNMENT BY LESSOR

On this 19....., for value received, Lessor hereby transfers, assigns and sets over to all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to 19.....

..... (SEAL)
..... (SEAL)

GUARANTEE

..... 19..... In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the truth and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of the obligations of Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the

..... (SEAL)
..... (SEAL)

NOTE: Use Form Number 12-1P for assignment by Lessee.

93552264

UNOFFICIAL COPY

Property of Cook County Clerk's Office

93582264



LAW OFFICES
MARK A. YOHANNA
124 N. LA SALLE STREET - SUITE 1101
CHICAGO, ILLINOIS 60602