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Indenture of Lease

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COOK COUNTY RECORDER

DRAKE TOWER APARTMENTS, INC.

TO

PAUL B. SKINNER

Arthur E & Helen S. Biddle

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*12-1-72 Helen S. Biddle
10-10-76 Arthur E. Biddle & Helen S. Biddle
11-17-86 Edward S. Kelly & Julia Kelly & TRUST*



143 MAIL

FIRST SECURITY BANK OF CHICAGO
196 EAST REARSON
CHICAGO, ILLINOIS 60611

PROPRIETARY LEASE.

This Lease, made and entered into this 13th day of APRIL, A. D. 1933, between

DRAKE TOWER APARTMENTS, INC.,

a corporation duly organized and existing under the laws of the State of Illinois, hereinafter called "Lessor" and

CHAS. E. STEVENS, of Chicago, Illinois, hereinafter called "Lessee,"

WITNESSETH:

WHEREAS, Lessor owns and operates an apartment building and the site therefor situated at 171-175 East Lake Shore Drive, in the City of Chicago and State of Illinois (hereinafter sometimes collectively referred to as the "Building"); and

WHEREAS, Lessor has determined that some or all of the apartments in said building shall be leased to co-operative owners who are stockholders of Lessor to be held under terms and conditions similar to those mentioned in this lease, such leases being hereinafter sometimes referred to as "proprietary leases" and

WHEREAS, Lessee is the owner and holder of 1 share of the common capital stock of Lessor, which number of shares is sufficient to qualify him to own a proprietary lease of the apartment herein described,

Now, THEREFORE,

In consideration of the premises and the covenants and conditions hereinafter set forth, Lessor has leased and by these presents does hereby lease unto Lessee, and Lessee hires and takes as Lessee all that certain space (hereinafter sometimes collectively referred to as the

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"Apartment") comprising ... rooms on the ... 6TH ... floor in the ... (Floor of the Building; (C. M. W. O. N. C. T. 15 N. 1000) A. B. C. D. E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z.)

To HAVE AND TO HOLD said Apartment as a private residential apartment by Lessee and Lessee's immediate family, except as hereinafter provided, for and during the term commencing on the ... day of ... A. D. 1917 and ending on the ... day of ... A. D. 1920, unless said term shall be sooner terminated as hereinafter provided.

Lessee, in consideration of said demise, and subject to the conditions and limitations herein stated, hereby covenants with Lessor as follows:

1. RENT

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 One Dollar (\$1.00) per year, in advance on the first day of April of each and every year of the demised term.

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

A schedule showing the base assessments for all apartments in the building on the basis of occupancy under proprietary leases is hereto annexed, marked Exhibit "A". The board of directors of Lessor shall, by resolution adopted in or about the month of each year in which the annual meeting of the shareholders of Lessor is held in accordance with the by-laws of Lessor, determine whether such assessments shall be increased or decreased for the fiscal year of Lessor commencing on or about the time of such annual meeting. In determining whether assessments for such fiscal year shall be increased or decreased, the board of directors shall estimate the funds which in its judgment will be required by Lessor during such fiscal year for

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the payment of all prospective expenses and outlays by Lessor including among other things the cost of maintenance of corporate existence, the payment of general taxes, special assessments, water rates, income taxes, if any, insurance premiums and operating expenses, the cost of repairs, improvements, alterations and replacements to the Building, interest and principal payments on any mortgage indebtedness, the expense of refinancing or refunding any encumbrances, the payment of any deficits of previous years and all other costs, expenses and obligations of every nature incurred or to be incurred by Lessor and, if deemed advisable, an annual reserve fund as a safeguard against any unexpected or extraordinary expenses. If the board of directors shall determine that assessments for apartments in the building should be increased, all such increases shall be in proportion to the base assessments set forth in Exhibit "A" and if the board of directors shall determine that the assessment for apartments in the building shall be decreased, all such decrease shall be in proportion to the base assessments set forth in Exhibit "A". Lessor shall promptly notify Lessee in writing of any increase or decrease in assessments and Lessee shall pay the assessment specified in such notice in equal monthly installments for each fiscal year and until a further notice of increase or decrease in assessments is given by Lessor. The failure of the board of directors of Lessor to make a determination of assessments as herein provided shall not act as a waiver or release in any manner of Lessor's obligation to pay such assessments, or Further Rents whenever determined and Lessee shall be obligated to continue to pay at the then current assessment rate until the new assessment is determined.

Out of the assessments imposed upon and paid by Lessee, the board of directors shall pay toward real estate taxes and special assessments and installments of principal and interest upon any mortgage indebtedness of Lessor, the same proportion of such taxes, assessments and installments as the number of shares of Lessor owned by Lessee bears to the total outstanding shares of Lessor. The balance of such assessments shall be applied towards the other items of costs and expenses enumerated in this paragraph.

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In addition, if at any time the board of directors of Lessor shall resolve that a special emergency exists requiring additional funds other than for prepayment of any mortgage indebtedness, it may make a supplemental estimate of the amount to be required for such emergency and may impose assessments therefor in proportion to the base assessments set out in Exhibit "A" and may require the payment thereof by Lessee in such manner as the board of directors may determine.

Payments made by Lessee hereunder on account of the reduction in principal of any mortgage indebtedness shall be considered, for corporate purposes, as contributions to capital.

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

The amount of assessments determined by the board of directors pursuant to this paragraph shall not be subject to question or objection by Lessee unless the amount of any increase or decrease in the assessment of Lessee is not in proportion to the increases or decreases, as the case may be, for other proprietary tenants in the building in accordance with Exhibit "A".

C. Additional rent, upon demand, in a sum equal to an amount determined as follows:

(a) Lessee will, at his own expense, keep the interior of the Apartment, its equipment (including refrigerators, stoves and electrical fixtures) and appurtenances, in good order, condition and repair, in a clean and sanitary condition and do all decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of said Apartment, and suffer no waste thereof or injury thereto. Lessee will repair all injury to the Building caused by his act, neglect or carelessness, or that of any sublessee or member of his family or of such sublessee or of any guest, employee or agent of Lessee or of such sublessee and all such repairs, redecorating, painting and varnishing shall be of the quality and kind equal to the original work, and all repairs, alterations, additions or improvements made at any time shall be the property of Lessor without any compen-

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ention to Lessee therefor. In the event of the refusal or neglect of Lessee, after notice in writing, as hereinafter provided, from Lessor to make such repairs or restore the Apartment as is herein required, Lessor may at its option (but without any obligation on its part so to do) enter the Apartment, and make such repairs therein, or if the injury is to the Building, repair the same, and any expense thereby incurred by Lessor is hereby agreed to be additional rent hereunder, due and payable upon demand.

(b) If by reason of the use, misuse, occupancy or abandonment of the Apartment or the improper conduct of Lessee, the rate of fire insurance on the Building or its contents shall be increased, or any fine, bond or penalty shall be imposed on Lessor, Lessee shall become personally liable to Lessor for the increased insurance premiums, fine, bond or penalty, and Lessor may at its option pay the same or take such steps as it may deem necessary or desirable to protect itself, and the amount expended therefor is hereby agreed to be additional rent hereunder due and payable upon demand.

(c) If Lessee shall suffer or permit any lien to be filed or placed against the Building, or the Apartment, on account of any material furnished or labor or services rendered in the making of any decorations, repairs, restorations or alterations in the Apartment or the Building and chargeable to or required to be made by Lessee under the terms hereof, then when such lien has been filed or placed Lessee shall, after notice thereof as hereinafter provided, remove said lien or take such other action in respect thereof as Lessor may in writing prescribe to protect the Building and premises against the lien, and if he does not do so Lessor may at its option pay and discharge the lien, and any expenditures of Lessor for said purpose, together with all costs, expenses and reasonable attorney's fees paid or incurred in connection therewith, is hereby agreed to be additional rent hereunder due and payable upon demand. 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 making any payment thereon.

(d) If Lessee shall at any time be in default under this lease and Lessor shall institute an action at law or in equity or a summary proceeding against Lessee based upon such default in enforcing any of the

terms or covenants of this lease, Lessee shall reimburse Lessor for any and all costs and expenses, including reasonable attorney's fees, expended or incurred, and any and all such sums expended or incurred by Lessor are hereby agreed to be additional rent hereunder due and payable upon demand.

(e) Lessee shall pay all telephone, gas, electricity, and artificial refrigeration bills whether service is supplied by Lessor or by a utility company and rendered against him by Lessor or by any such utility company or charged against the Apartment, and all bills for car storage, service, gasoline, oil and other items supplied or furnished to Lessee in the garage section of the Building. To the extent that such bills are payable to Lessor the amount thereof shall be additional rent hereunder, due and payable upon demand. In the event Lessee does not pay, when they become due and payable, such bills as are payable to others than Lessor, Lessor may pay the same and the amount so paid by Lessor is hereby agreed to be additional rent hereunder, due and payable on demand.

(f) Lessee shall at all times during the demised term indemnify and save harmless Lessor from and all loss, cost, and liability whatsoever which may arise from or be claimed against Lessor or 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 Lessee or those holding under Lessee or arising either wholly or in part from any act or omission of Lessee, or of any member of the family of Lessee, or of any guest, servant, sublessee or other person or persons claiming through or under Lessee, and the amount of such loss, cost or liability incurred by Lessor, together with all costs, expenses and reasonable attorney's fees in connection therewith, are hereby agreed to be additional rent hereunder due and payable upon demand.

(g) If any rent reserved under this lease or any other sums due hereunder are not paid on or before thirty (30) days after they shall become due, Lessee agrees that, upon demand, he will pay interest thereon from the due date thereof until payment, at the rate of seven per cent (7%) per annum, and such interest is agreed to be additional rent hereunder, due and payable on demand.

(h) Lessee, as a shareholder of Lessor, agrees to be bound by the Certificate of Incorporation and the by-laws of Lessor and any amend-

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months thereto. Lessee understands that as such Lessee he is responsible for that proportion of the real estate taxes and special assessments and of the sum or sums necessary to make payment of the installments of principal and interest upon any mortgage indebtedness of Lessor as set forth in any such mortgage, which the number of shares of Lessee owned by Lessee bears to the total outstanding shares of Lessor and is also assessable in like proportion for other sums which may be assessed to pay the principal of any mortgage indebtedness incurred in any refunding, renewal or extension of said mortgage, or for acceleration payments thereon; provided, that, assessments for any such acceleration, renewal, refunding or extension or for any other mortgage indebtedness shall not be made unless authorized by the affirmative vote of the holders of two thirds of the outstanding shares of Lessor at a meeting duly called and held on not less than sixty days' notice in writing to the shareholders; provided, further, that the obligation of Lessee for such assessments, if authorized by the shareholders, may be cancelled by him upon the terms and conditions set forth in Paragraph 31 of this lease.

So long as Lessee shall pay such assessments the amount thereof is not and shall not be held a payment of rent but Lessee agrees that in the event at any time Lessee or his successors or interest shall refuse or neglect within five days after the notice of any such assessment to pay Lessee's proportionate share thereof, then and thereupon the same, or any part thereof which is due on such amount shall, at Lessor's option, be considered rent and shall be additional rent due hereunder and payable on demand.

Nothing contained in this lease or in the Certificate of Incorporation, the By-Laws or the certificates of stock of Lessor shall be taken or construed as rendering Lessee individually liable for the payment of the principal of or interest upon any mortgage made by Lessor, or for any debtor obligation of Lessor, the right to make such assessments upon Lessee being available to Lessor alone and not to or for the benefit of any creditor, obligee or mortgagee of Lessor.

2. LESSOR'S LIEN.

Lessor is hereby given and shall have at all times until the payment in full of all rentals and other sums due hereunder, a first and valid lien upon the interest of Lessee hereunder, and upon all refrigerators, stoves, venetian blinds and attached floor coverings placed in or about the Apartment by Lessee whether exempt by law or not, and upon shares of stock of Lessor owned by Lessee, to secure the payment of any and all sums which may at any time become due to Lessor hereunder, which lien may, at the option of Lessor, be foreclosed in equity or in any other lawful manner, at any time when such sums or any portion thereof shall become overdue hereunder; and in the event of any such foreclosure, a receiver may, at the option of Lessor, be appointed with the usual powers of receivers in equity to take possession of any or all of the property covered by said lien, and relet all or such portion thereof as such receiver shall, pursuant to order of court, see fit. The shares of stock of Lessor held by Lessee are hereby continuously and irrevocably pledged by Lessee to Lessor as security for the payment from time to time and as often as the same may become due and payable of any and all obligations of Lessee to Lessor pursuant to any provision of this lease. Lessor shall have and it is hereby irrevocably given the right to sell said shares of stock in the event of a default by Lessee in the payment of any sum or sums due and owing by Lessee to Lessor pursuant to any provisions of this lease and the continuance of any such default for a period of thirty (30) days after written notice from Lessor to Lessee specifying such default. Said shares of stock may be sold by Lessor, at public or private sale, for cash or upon such terms of credit as to Lessor shall seem reasonable and proper, upon not less than five (5) days' written notice by Lessor to Lessee of the time and place of said sale. At any such sale Lessor or its agents may bid for and purchase such shares of stock.

3. PROMOTE COOPERATIVE PURPOSES.

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

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4. Lessor's Right to Inspect.

Lessee shall permit Lessor and its agents at any and all reasonable times during the demised term to visit and examine the Apartment for the purpose of ascertaining the condition thereof or for the purpose of exhibiting the same to prospective purchasers of the Building, or to prospective purchasers or lessees of the Apartment; and shall also permit the servants, agents, or employees of Lessor to enter the Apartment at any time when authorized so to do by the Lessor or Lessor's agents to make or facilitate repairs, alterations, changes or improvements, in or to the Apartment or in or to any part of the Building.

5. Restricted Use.

Lessee will not use the Apartment or any part thereof, or suffer the same or any part thereof to be used for any purpose other than as a private residence for Lessee and his family or a sublessee occupying the same, with the consent of the Lessor as herein provided, for the same purpose. The Apartment shall not be used as a boarding or lodging house, or for a school or to give instruction in music or singing or for any purpose of trade, business or entertainment; and none of the rooms of the Apartment shall be offered for rent by placing notices on any door or window, or on any other part of the Building or premises, or in any other manner, or rented without the consent of Lessor.

6. Observe House Rules.

Lessee understands 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, or obstruct the public halls or stairways of the Building; and Lessee agrees that he, his family and all persons dwelling or visiting in the Apartment, will observe and comply with the House

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Rules and Regulations 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 Board of Directors of Lessor may from time to time 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 to the end that the Building can be operated as a co-operative building of the highest grade and its reputation as such will be preserved; and Lessee will not permit or suffer anything to be done, brought, or kept, upon said premises, which will vitiate any policy of insurance on the Building or on 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.

7. **Condition of Premises.**

Lessee understands and agrees that the execution of this lease shall constitute a conclusive admission by Lessee that the Apartment at such time was in thoroughly good order, repair and condition, and that no representations as to the condition of the Apartment or of the Building of which it is a part have been made by Lessor or by his agents, and that no obligation as to cleaning, repairing, redecorating, improving or adding to the Apartment, or any part thereof, in any manner, has been assumed by Lessor, or shall hereafter be incurred by Lessor otherwise than as herein expressly provided.

8. **No Alterations.**

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

9. SURRENDER PREMISES AT TERMINATION.

Lessee upon the termination of this lease by lapse of time or otherwise, or when Lessor shall be entitled to the possession of the Apartment under the provisions hereof, will quit and surrender the Apartment including all additions, alterations, and improvements, and the equipment hereinabove described, all in the same good order, condition and repair as on the date of the commencement of the demised term, loss by fire or other casualty and ordinary wear and tear which cannot be offset by reasonable repairs, decorations, painting or varnishing herein provided to be done by Lessee excepted, and Lessee shall promptly deliver to Lessor all keys to locks in or about the Apartment whether originally furnished to Lessee by Lessor or otherwise procured by Lessee. If the Apartment is not vacated by Lessee or his sublessee when Lessor may become entitled thereto under the provisions hereof, Lessee agrees to reimburse Lessor for all damages which Lessor may suffer by reason thereof or, at the option of Lessor, the amount hereinafter provided to be paid on holding over.

10. LESSEE'S NEGLIGENCE.

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

11. LESSOR'S LIABILITY LIMITED.

Lessor will not be liable for any injury or damage caused by any latent defect in the Apartment or in or about the Building nor for any injury or damage done or occasioned by the elements or by other tenants or persons in the Building or resulting from steam, gas, electricity, water, rain or snow which may leak or flow from any part

of the Building, except that Lessor shall be responsible for any damage caused to the decorations in the Apartment because of leaks in the roof of the Building, but Lessor shall not be responsible for any injury or damage done or occasioned by any defect in plumbing, electric wiring, or insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the breaking of any sewer pipe or downspout, or from the bursting, leaking or running of any tank, in, upon or about the Apartment or the Building, or for the failure of water supply, gas supply, or electric current, or for any loss or damage to Lessee arising by reason of conversion of electric service from direct to alternating current, or for any damage or injury done or occasioned by the falling of any fixtures, plaster or stucco, 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 anyone other than Lessor; and it is expressly understood and agreed that the foregoing enumeration is not intended to be all inclusive, but that Lessor will not be liable for any repairs or damage or injury to person or property in or about the Apartment or the Building whatsoever, except to the extent of paying for the cost of making such repairs as are specifically required to be made by Lessor hereunder. Lessor shall not be responsible for any package or articles left with or entrusted to an employee or agent of Lessor. If Lessor shall furnish to the Lessee as an appurtenance to the Apartment any storage space, use of laundry or any other facility outside of the Apartment, it is understood and agreed that the same is furnished gratuitously by Lessor, and that if Lessee or any other person shall use the same, such person does so at his or her own risk and upon the express stipulation that Lessor shall not be liable for any loss of property therein, or for any damage or injury whatever to person or property. Lessor shall not be liable to Lessee or to any other person claiming through or under Lessee for any damage or injury arising from any act, omission or negligence of co-tenants or other persons, or occupants of the Building or of adjoining or contiguous property, or from any act, omission, or negligence of Lessor's agents or servants, all claims for any such damage or injury being hereby expressly waived as against Lessor.

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12. MORTGAGE COVENANTS.

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

A. That 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 and the indebtedness and charges thereby secured to be paid according to the respective terms thereof whether such mortgage or mortgages, trust deed or trust deeds now exist or shall be hereafter placed upon said premises, provided that with respect to any mortgage or trust deed hereafter placed thereon the consent thereto of the holders of at least two-thirds in amount of the shares of stock of Lessor at the time outstanding shall have been procured either in writing signed by them or by vote at a meeting of the shareholders of Lessor, and provided further that this lease is not to be construed as being made for the benefit of the mortgagee or any other person except Lessor and Lessee.

B. That in the event Lessor shall at any time or times hereafter during the life of the last to survive of the persons who at the date hereof are lessors of apartments in the Building, or within twenty-one (21) years thereafter, desire to mortgage said premises and Building, for a corporate purpose, and shall with the consent of the owners of at least two-thirds in amount of the shares of stock of Lessor at the time outstanding, obtained at a regular meeting or a special meeting of the shareholders called for that purpose, make, execute and deliver any mortgage, mortgages, trust deed, trust deeds or agreements, pledging or conveying said premises and Building, or any part thereof, as security for any corporate debt hereafter contracted or incurred, then and in every such case the estate and interest herein granted and devised to Lessee, together with any estate or interest created by virtue of the laws of the State of Illinois relating to homestead or dower, shall vest immediately in and inure to the benefit of such

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mortgagee, or trustee, named in any such mortgage or trust deed, or person entering into such agreement, for the same purposes and to and upon the same trusts and subject to all powers, covenants, agreements and provisions in such mortgage, trust deed or agreement mentioned, to the same extent and in like manner as though Lessee herein and his spouse and all persons claiming by, through or under Lessor had joined with Lessor in making, signing, sealing, delivering and acknowledging such mortgage, trust deed or agreement, it being the intention hereof that the lien of each such mortgage or trust deed shall become and remain superior to this lease and to the rights of Lessee, his spouse, heirs, executors, administrators and assigns.

C. That Lessee, for himself and all persons claiming by, through or under him, hereby covenants and agrees with Lessor that upon the making, executing and delivering by Lessor of any such mortgage, trust deed or agreement, Lessee, his spouse, and all persons, rightfully claiming any estate or interest in or to the Apartment by, through or under Lessee, shall from time to time, and at all times, at the request of Lessor or at the request of such mortgagee, trustee or party to any such agreement, execute all such conveyances, assignments, releases, including the release and waiver of the right of homestead, or further assurances for the purpose of more fully vesting and confirming in such mortgagee, trustee or party to any such agreement, all the right, title and interest herein granted and devised to Lessee, as Lessor or any such mortgagee, trustee or party to any such agreement shall require and as shall be tendered to be done and executed.

13. APPROVAL OF ASSIGNMENT OR SURRENDER.

It is expressly understood and agreed that the character of and restriction upon the occupancy of the Apartment, as hereinafter expressed and limited, is an especial consideration and inducement for the granting of this lease and, therefore, Lessee shall not assign, or attempt to assign this lease or any part thereof, or permit the same to be assigned by operation of law; nor let, nor sublet all or any part of the Apartment, without in each case obtaining the consent in writing to the proposed assignment or subletting, either of Lessor pursuant to

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resolution of two-thirds of its Board of Directors, or of two-thirds of the individuals who are directors of Lessor, or of the holders of record of two-thirds of the capital stock of Lessor.

14. ASSIGNEE SHALL OWN STOCK.

No assignment of this lease, whether permitted by the terms hereof or consented to by Lessor, shall be valid unless the assignee, whether a trustee or otherwise, shall acquire the ownership of Lessee's qualifying shares of the stock of Lessor and shall within thirty (30) days after the execution and delivery of such assignment or within thirty (30) days after such assignee acquires title by descent or devise, execute and deliver to Lessor an instrument in writing executed under seal, wherein and whereby such assignee shall expressly accept in writing such assignment and agree to assume and be bound by all of the covenants of Lessee herein contained and all of the obligations of Lessee thereafter accruing hereunder.

15. APPROVAL OF SUBLESSEE.

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

16. SUBLEASE SUBJECT TO THIS LEASE.

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.

17. ATTEMPTED SUBLETTING.

Any attempted assignment or subletting of this lease in violation of the provisions herein contained shall be void and shall not vest in the assignee or sublessee any right, title or interest herein or hereunder or in the Apartment.

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18. **Further Subletting or Assignment Prohibited.**

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

19. **Assignment Release.**

Whenever Lessee under the provision hereof, shall be entitled to assign this lease, and shall so assign it, and the assignee shall acquire the ownership of Lessee's qualifying shares of the stock of Lessor and deliver to Lessor said instrument in writing assuming all of the covenants and obligations thereafter accruing hereunder, then and in that event such Lessee assignor shall be forever released and discharged of any and all of the covenants and obligations of this lease thereafter accruing.

20. **LEASE TERMINATED BY CERTAIN EVENTS.**

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

A. In the event that Lessor, at any time during the demise term, with the consent of the owners of at least two-thirds in amount of its shares of stock at the time outstanding, given at a shareholders' meeting, duly called for that purpose, upon notice given in accordance with the by-laws and the laws of Florida, shall sell said premises and the Building.

B. In the event the Building shall be injured or damaged by fire or other casualty to the extent of fifty per cent (50%) or more of its then full insurable value, unless within thirty (30) days from the settlement of the fire or other loss insurance Lessor or the mortgage trustee or mortgagee, if any there be, shall elect to rebuild the same and give notice of such election within such

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

C. In the event that the Building or any part thereof shall be condemned for public use,

21. LESSOR MAY TERMINATE AFTER CERTAIN EVENTS.

This lease is made, executed, delivered and accepted by Lessee upon the express condition and agreement that this lease and the estate hereby created shall, at the option of Lessor, cease, determine, and the term hereof come to an end, or that at the option of Lessor, Lessor may re-enter the Apartment without terminating the term hereof as in paragraph 23 of this lease set forth:

A. In the event that Lessee shall at any time during the term of this lease come to have standing of record in his name on the books of Lessor a number of shares of the stock of Lessor at least equal to the number owned by Lessee at the date of the execution of this lease and above specified, in addition to the shares required to be owned by Lessee under any other lease which Lessee may have with Lessor hereunder; provided, however, in the event that Lessee shall die at any time during the term of this lease, either testate or intestate, and thereupon, by virtue of any law of inheritance or of a valid will, the ownership of said shares of stock shall be transferred, the right of Lessor to terminate this lease by virtue of the above clause shall not be exercised for a period of eighteen (18) months from the death of Lessee to enable the person or persons so requiring the shares to present evidence of ownership satisfactory to Lessor.

B. In the event that at any time Lessor, acting pursuant to a majority vote of its Board of Directors, shall deem the tenancy of Lessee an undesirable one by reason of objectionable or improper conduct on the part of Lessee, or on the part of any person dwelling in or visiting the Apartment (and it is agreed that among other things repeatedly to violate or disregard the House Rules herein referred to, or any amendment thereof or additions thereto, or to permit or tolerate, with or without the knowledge or consent of Lessee, a person of dishonorable, loose or immoral character to remain in the demised premises, shall be deemed to be objectionable con-

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duct); provided, however, that in the event that Lessee shall feel that the Board of Directors was not justified in terminating this lease on such account he shall at his election be privileged to have the matter considered by the shareholders of Lessor. Unless Lessee shall file a written notice of appeal with the Secretary of Lessor before the expiration of thirty days after the receipt of notice of the termination of this lease by the Board of Directors of Lessor he shall be deemed to have elected to waive this right of appeal. If Lessee elects to appeal as herein provided, a special meeting of the shareholders shall be called as soon as practicable for the purpose of considering the appeal and in such case the vote or action taken at such meeting by a majority in amount of the shares of stock of Lessor shall be final and conclusive. In the event of an appeal by Lessee to the shareholders of Lessor the right to terminate this lease shall be suspended until said shareholders have acted on this matter as herein provided. If the shareholders at the aforeaid shareholders' meeting determine as herein provided that the tenancy of Lessee is undecorable, this lease and the term hereby created shall come to an end immediately or Lessor may at its option re-enter the Apartment without terminating the term hereof, all in the same manner and with the same effect as if no appeal had been taken.

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

D. In the event of any attempted assignment or subletting in violation of the terms hereof, or in the event Lessee shall abandon the Apartment.

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22. LESSOR MAY RE-ENTER.

Lessee hereby waives any and all other notices, whether required by statute or otherwise, of any default or demand for possession, and agrees, in the event of the termination of this lease pursuant to or by virtue of any of the events or contingencies mentioned in the subparagraphs designated A to C of paragraph 20 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 subparagraphs designated A to D of paragraph 21 hereof, and, in any case, upon the service of notice (if any) expressly required thereby and the expiration of any time (if any) therein expressly given for the curing of such default, to quit and surrender up possession of the Apartment to Lessor, and agrees that the mere retention of possession thereof by Lessee shall constitute a forcible detainer, and that it shall be lawful for Lessor, at its election at any time thereafter and without further demand or notice, either to declare said term ended or not as it may see fit, and to re-enter the Apartment or any part thereof, either with or without process of law, and remove any and all persons and property therefrom, and Lessor may use such force as may reasonably be necessary in expelling and removing Lessee or other occupants of the Apartment without being liable to indictment, prosecution or damage therefor, and such entry shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due, nor a waiver of any covenant, agreement or promise in this lease contained to be kept and performed by Lessee.

23. LESSOR MAY REPAIR AND RE-LET.

In the event of re-entry by Lessor under the terms hereof, Lessor may at its option and without terminating the term hereof, relet the Apartment or any part or parts thereof for such rent and upon such terms as shall be satisfactory to Lessor, and may collect the rents therefor and for the purpose of such reletting may make any decorations, repairs or alterations or additions in and to the Apartment 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

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thereof as well as any expenses of retletting, such as commissions and advertising, and apply the net amount so received *pro tanto* in payment of the rent herein reserved. If Lessee sublets the Apartment with the consent of Lessor and Lessee makes default in the payment of the rents herein reserved, Lessor may at its option and without terminating this lease, collect the rent from such sublessee and apply the same *pro tanto* in payment of the rent herein reserved. Collection of rents in case of retletting by Lessor or in case of subletting by Lessee shall not be deemed a waiver by Lessor of any covenant herein or a release of Lessee from the performance of the covenants herein contained to be performed by Lessee and in each case Lessee agrees to pay the deficiency in the rents collected, if any there be.

24. **RENTS: DETAINED BY LESSEE.**

In the event of the termination of this lease by lapse of time or other wise, Lessee agrees to surrender possession of the Apartment in good condition, less by fire or other casualty, reasonable wear and tear which cannot be remedied by repairs and redecoration as herein provided, excepted, and deliver the keys to Lessor without any demand or notice whatsoever, and the mere retention of possession thereafter shall constitute a forcible detainer, and Lessee hereby agrees to pay, as liquidated damages for the whole time that such possession is withheld, a sum equal to four times the amount of the Further Rent due and payable during the time of such withholding under the terms of this lease, prorated for each and every day of such withholding.

25. **LESSOR'S MONTH AFTER LESSOR'S RE-ENTRY.**

In the event of a re entry by Lessor under any of the provisions of the subparagraphs designated A to D of paragraph 21 hereof, Lessee shall have thirty (30) days after the date of such termination (and all such additional time during which Lessee shall continue to pay to Lessor each month a sum equivalent to the rent and all other payments herein reserved or required to be paid by Lessee during such month, as and when they become due and payable hereunder) within which to sell his qualifying shares of stock of Lessor to an applicant for a

proprietary lease of the Apartment acceptable to Lessor as an occupant thereof and during such time Lessor will not lease the Apartment to any one else, and Lessor agrees in such case also that if Lessee shall then pay all of such amounts promptly as aforesaid and shall procure a bona fide purchaser of his said qualifying shares of the stock of Lessor who shall be approved by the Board of Directors of Lessor as an acceptable occupant of the Apartment, Lessor will on request execute and deliver a new proprietary lease of the Apartment similar in terms and form to this lease to such approved purchaser for the then unexpired portion of the original term hereof; provided that if Lessee shall in any month before the execution and delivery of such new lease fail to make payment of any such amount on the date when it would have become due hereunder had this lease not been canceled or within ten (10) days after demand in writing therefor from Lessor, all obligations of Lessor under this section shall without further notice or demand cease and terminate.

26. LESSOR'S OBLIGATIONS - OPERATION AND MAINTENANCE.

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

(A) Lessee, upon paying the rents and performing the covenants of Lessee as herein set forth, shall at all times during the term hereby granted be entitled to the use of such facilities in or about the Building as may be provided generally for the use of the other tenants of similar apartments therein, and shall quietly have, hold and enjoy the Apartment without any suit, trouble or hindrance from Lessor, its successors or assigns; provided, however, that Lessor shall have full power to determine the manner of maintaining and operating the Building.

(B) Lessor shall at its own expense; maintain and operate the 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 a reasonable number of attendants for the proper care and service of the Building; make proper connections for supplying to the Lessee at his own expense and charge, electricity,

gas and telephones for use in the Apartment; and use reasonable diligence to keep the sidewalks and courts clean, free from obstructions and lighted.

(C) Lessor shall keep in good order, condition and repair the foundations, walls, supports, beams, roofs, gutters, collars, fences, 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 Building and the main drain pipes and electrical conduits, together with all plumbing apparatus intended for the general service of the Building, and all plumbing and heating apparatus in the Apartment, it being agreed that Lessee shall give Lessor prompt notice of any disorders or defects requiring repairs to be made, and shall at all reasonable times allow the representatives of Lessor to enter and inspect the Apartment for the purpose of determining the necessity and character of any such repairs and of making the same, and upon reasonable notice to permit Lessor or its agents to remove such portions of the walls, floors and ceiling of the Apartment as may be required for the purpose of making such repairs, all portions so removed to be replaced by Lessor as soon as reasonably can be done, in as good condition as before removal. If Lessee shall fail or refuse, or not be personally present to open and permit an entry into the Apartment when for any reason an entry therein shall be necessary or permissible hereunder, Lessor or its agents may forcibly enter the Apartment without rendering Lessor or such agents liable for any claim or cause of action for damages by reason thereof and/or by reason of the making of such repairs after entry (if during such entry Lessor shall accord reasonable care to the Lessee's property), and without in any manner affecting the obligations and covenants of this lease. It is, however, expressly understood that the right and authority hereby reserved does not impose nor does Lessor assume, by reason thereof, any responsibility or liability whatsoever for the care or supervision of the Apartment, or any of the pipes, fixtures, appliances or appurtenances therein contained or therewith in any manner connected, except as herein expressly provided. All repairs and replacements which Lessor agrees to make shall be

paid for by Lessor unless rendered necessary by the act, neglect or carelessness of Lessee or any of his family or his or their guests, employees, or agents, in which event the expense shall be borne by Lessee.

(D) If Lessor shall make any repairs or improvements or do any other work in or about the Building or the Apartment, Lessor will execute such repairs and replacements and other work with due diligence and with as little interference as possible with the use of the Apartment by Lessee, and when reasonably necessary Lessor may omit or interrupt the service provided for Lessee until all necessary repairs or improvements shall have been made and completed, without in any manner or respect affecting or modifying the obligations or covenants of Lessee herein contained. The foregoing undertakings of Lessor are upon the express condition that there shall be no diminution or abatement of rent nor shall there be any other compensation for failure to perform such undertakings or for interruption or curtailment of service, when such failure, interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made, or to inability or difficulty in securing supplies or labor, or to some cause other than gross negligence on the part of Lessor, 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 Building or to its appliances nor for any space taken to comply with any law, ordinance or order of a governmental authority, and that the sole liability of Lessor hereunder shall be limited to the cost of making such repairs, replacements, or other work.

(E) In the event the Building shall be injured or damaged by fire or other casualty to an extent less than fifty per cent (50%) of its then full insurable value, or in the event Lessor or a mortgage trustee or mortgagee, if any there be, elects to repair or rebuild under the provisions of subparagraph B of paragraph 20 hereof, then Lessor, the mortgage trustee or the mortgagee shall repair or rebuild the same at the expense of Lessor, the mortgage trustee or the 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

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speedily as possible, delays caused by strikes, lockouts, acts of God and the public enemy being excused. During the time that the Apartment shall be rendered untenable by such fire, explosion or other casualty, the assessments herein reserved on account of all costs and expenses except taxes and assessments and the payment of interest and principal upon any mortgage indebtedness shall be abated.

27. Books of Account.

Lessor or its agent will keep full and correct books of account, and the same shall be open to inspection by Lessee, or a duly authorized representative of Lessee, at such reasonable times as may be fixed by the Board of Directors of Lessor. Lessor shall also, at the end of each of its fiscal years, furnish to Lessee a statement of the income and disbursements of Lessor for that year, and also a copy of the estimated annual budget which in its judgment will be required by Lessor for the ensuing year.

28. Insurance.

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

29. No Further Mortgage.

Lessor will not hereafter execute any mortgage or trust deed on said premises and Building without the previous consent thereto of the holders of at least two thirds in amount of the shares of stock of Lessor at the time outstanding.

30. Death of Lessee.

In the event of the death of Lessee at any time during the term of this lease or any extension thereof, or of the death of the husband of Lessee if Lessee be a married woman living with her husband, then the executor or administrators of Lessee, or Lessee if a married woman, shall have the right to terminate this lease on the last day of

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any month following such death during the period of nine months from and after the date of such death, provided at least three months' prior notice in writing shall have been given to Lessor by said executors or administrators or by Lessee, as the case may be, and provided that all rentals and other indebtedness due to Lessor shall be paid up to the date of such termination and the Apartment shall have been maintained in good and tenantable condition. Upon the death of any joint lessee, the surviving lessee or lessees shall have the same right to terminate this lease upon the same terms and conditions as are herein provided for an individual lessee. Anything in this paragraph 30 contained to the contrary notwithstanding, the right herein given to terminate this lease shall also be contingent upon the surrender to Lessor at or prior to the date of such termination (properly endorsed and bearing all stock transfer stamps which may be required by law) of the certificate or certificates for all of the shares of the stock of Lessor which shall have been owned and held by Lessee to qualify him to own this proprietary lease.

31. LESSEE MAY TERMINATE.

Lessee shall have the right to terminate this lease on the last day of any month in any year after the expiration of the first year of the term hereof, provided that he shall have given Lessor not less than six (6) months' prior notice in writing of intention so to terminate, it being the intention that such notice can not be given until after the expiration of the first year of the term hereof, and provided that all rentals and other indebtedness due to Lessor from Lessee shall be paid up to the date of such termination and the Apartment shall have been maintained in good and tenantable condition.

In addition to the foregoing right of termination, Lessee shall also have the right to terminate this lease on the last day of any month under the following circumstances:

If at any meeting of the shareholders of Lessor duly called and held to authorize an assessment upon the shareholders for the purpose of making payments upon the principal of the mortgage indebtedness in excess of the regular installment payments provided for in said

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mortgage or to authorize an assessment for the purpose of making payments upon the principal of an indebtedness created as a renewal, refunding or extension of the indebtedness secured by said purchase money mortgage, the holders of more than two thirds of the capital stock of the Lessor shall vote in favor of such assessment, then Lessee, provided he shall not have voted in favor of such assessment, shall have the right to terminate this lease upon the last day of the third month succeeding the month in which such meeting is held, provided that he shall within thirty days after the date of said meeting serve notice in writing upon Lessor of his election to terminate this lease, and the service of said notice and the termination of the lease by Lessee by the surrender of his stock and lease in the manner hereinafter set forth shall relieve Lessee from any obligation to pay his proportionate share of the assessment approved by such stockholders' meeting, and it is agreed that no such meeting shall be held on less than ninety days' previous notice in writing to the shareholders.

Anything in this paragraph 31 to the contrary notwithstanding, the rights herein given to terminate the lease may be exercised by Lessee only provided that at or prior to the date of such termination Lessee shall surrender to Lessor (properly endorsed bearing all stock transfer stamps which may be required by law) a certificate or certificates for all shares of stock of Lessor which shall have been owned and held by Lessee to qualify him to own this property lease.

The rights of cancellation provided for in paragraphs 30 and 31 hereof shall not be taken away from Lessee by any amendment or modification of this lease without the written consent of Lessee.

Upon the delivery of Lessee's stock duly endorsed for transfer and the surrender of his lease, in accordance with the above provisions, from and after the date of termination Lessee shall be forever released and discharged of and from any and all of the covenants and obligations of this lease thereafter accruing.

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32. GENERAL PROVISIONS.

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

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

(B) Lessee hereby waives the giving of any and all notices required by any statute or law of Illinois, except as herein provided, and agrees that in every case where under any of the provisions of this lease, or in the opinion of Lessor, it shall or may become necessary or desirable for Lessor to serve on Lessee any demand or notice of any kind or character, service thereof shall be sufficient if (a) personally served on Lessee or any member of his family above the age of fifteen (15) years or if (b) mailed by Lessor to Lessee by United States registered mail, postage prepaid, addressed to Lessee at such address as Lessee shall theretofore have furnished to Lessor in writing, or if no such address shall have been furnished Lessor then at the Building, 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.

(C) All proprietary leases on the apartments of the Building entered into between Lessor and shareholders of Lessor shall contain substantially the same covenants and agreements herein set forth; provided, however, that the form and substance of this lease (except the right of Lessee to cancel the lease in the manner herein provided for in paragraphs 30 and 31) may be changed with the consent of the holders of at least two thirds in amount of the capital stock of Lessor at the time outstanding through an apt resolution to that effect adopted at a meeting of the shareholders of Lessor duly called for such purpose. In the event that the form of proprietary lease shall be changed in accordance with the above provision, Lessee covenants and agrees that he will at the option of Lessor surrender and cancel this lease

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and will execute the new form of lease for the balance of the demised term, upon the tender thereof in form as aforesaid.

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

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

(F) 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 Lessor or Lessee, it shall be held to include and

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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 person or persons appearing as the actual lessee hereunder, whether one or more, male or female.

(I) The invalidity of any one or more phrases, clauses, sentences and/or paragraphs hereof shall not affect the remaining portions of this lease, or any part thereof, all of said phrases, clauses, sentences and/or paragraphs of this lease being inserted conditionally upon their being held valid in law, and in the event that any one or more of the phrases, clauses, sentences and/or paragraphs contained herein is held invalid, this lease shall be construed as if such invalid phrases, clauses, sentences and/or paragraphs had not been inserted.

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

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

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

(c) Each shareholder of Lessor is entitled, solely by reason of his ownership of shares of Lessor, to occupy for dwelling purposes the apartment in the building owned by Lessor to which his shares are allocated, such occupancy to be under and in accordance with the terms of a proprietary lease containing substantially the same covenants and agreements as herein set forth and at a rental to be determined in accordance with the terms hereof. Lessee shall transfer his shares only to a permitted assignee of this lease or to Lessor.

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

"The shares of stock represented by this certificate have been issued to qualify the owner hereof as lessee under a proprietary lease of an apartment in the building owned by the corporation, and the holder of this certificate accepts it subject to the following conditions: The lessee under such proprietary lease may be assessed by the board of directors of the corporation from time to time for his share of operating expenses. The corporation shall have a first and paramount lien upon the shares represented by this certificate, and the shares represented hereby are perpetually pledged to the corporation for debts due it by the owner of this certificate or any occupant or lessee under said proprietary lease, and for the purpose of enforcing such lien the corporation may sell the shares pursuant to the provisions of the proprietary lease and in the manner and upon the notice therein set forth. Lessee's right to terminate said proprietary lease, under certain circumstances therein set forth, is contingent upon the surrender of this certificate to the corporation. The shares represented by this certificate are transferable only in the manner and subject to the conditions set forth in said proprietary lease."

(e) The note and mortgage executed by Lessor in connection with the purchase of the building and site thereof situated at 171-179 East Lake Shore Drive in the City of Chicago, Illinois, shall contain a provision substantially as follows:

No recourse under or upon any obligation, covenant or agreement contained in this promissory note or in the mortgage securing the payment hereof or because of the creation of any indebtedness evidenced hereby, shall be had against any subscriber to the shares, incorporator, shareholder, officer, director or lessee, as such, in any lease, past, present or future (or any assignee of such a lease) of the undersigned or of any successor corporation, either directly or through the undersigned, by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or constitution or otherwise; it being ex-

expressly agreed and understood that this note and the obligations evidenced hereby are solely corporate obligations and that no personal liability whatever shall attach to or be incurred by the subscribers, incorporators, shareholders, officers, directors or the aforescribed lessees of the undersigned or of any successor corporation, or any of them, because of the incurring of the indebtedness evidenced hereby or under or by reason of any of the obligations, covenants or agreements contained in this note or in the mortgage securing the payment hereof or implied therefrom, and that any and all personal liability of every name and nature and any and all rights and claims against every such subscriber, incorporator, shareholder, officer, director or lessee, whether arising at common law or in equity, or created by statute or constitution, are expressly released and waived as a condition of and as part of the consideration of the execution of this note and the mortgage securing the payment hereof; provided, however, that

(1) nothing herein contained shall give any lessee or other person, firm or corporation the right to occupy or use any portion of the premises hereby conveyed from and after the date of any default hereunder unless a fair and reasonable compensation for such use and occupancy, as determined by the Mortgagee, shall be paid to the holder hereof or to the Mortgagee under the mortgage securing the payment hereof; and

(2) nothing herein contained shall be deemed to affect the right of the holder hereof or of the Mortgagee under the mortgage securing the payment hereof to have any of the assets of the undersigned, including any accrued indebtedness of lessees to the undersigned, applied in partial satisfaction of said indebtedness.

(1) This lease and all the terms and provisions hereof shall at all times be subject and subordinate to the lien of that certain mortgage from Drake Tower Apartments, Inc. to *W.C. EASTMAN & SONS*, of *5011 17th St*, dated as of *3.25.11*, and the indebtedness thereby secured.

In witness whereof, Lessor has caused this instrument to be executed by its President, attested by its Secretary and its corporate seal to be hereunto affixed, and Lessee has hereunto set his hand and seal, the day and year first above written.

DRAKE TOWER APARTMENTS, INC.,

By [Signature]
President.

Attest:
[Signature]
Secretary.

[Signature] (SEAL)
Lessee.

..... (SEAL)
Lessee.

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33. Lessee shall by reason of his ownership of shares of Lessor be entitled to the use and occupancy of one garage stall in the Building on a year to year basis, beginning on the first day of any calendar month, for the storage of his passenger automobile on the following conditions:

(1) Lessee shall file with Lessor a notice in writing of his intent so to use and occupy such a stall not later than ten (10) days prior to the first day of the calendar month in which said occupancy is to begin; any notice so given shall be deemed to be a continuing notice from year to year until withdrawn by notice in writing filed with Lessor not less than ten (10) days prior to the termination of any annual period;

(2) Lessee shall pay monthly as additional rent hereunder in accordance with the provisions of Paragraph 10(c) the assessed monthly cost of maintenance and use of the stall as such cost may be determined from time to time by the board of directors of Lessor; and

(3) The right hereby given shall cease upon the termination of this lease and may be assigned or sublet only in connection with an assignment or subletting of this lease.

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STATE OF ILLINOIS, }
COUNTY OF COOK, }

I, *Wm. H. ...*, a notary public in and for the County and State aforesaid, do hereby certify that *...* President of Drake Tower Apartments, Inc., and *...* Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and said President did then and there say that he signed said instrument by authority of the Board of Directors of said corporation and in its behalf, and said Secretary did then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this *2nd* day of *February*, A. D. 19*27*.

Wm. H. ...
Notary Public.

My commission expires on the *...* day of *...*, A. D. 19*27*.

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

I, W. H. Cunningham, a notary public
in and for the County and State aforesaid, do hereby certify that
Robert A. Cunningham
personally known to me to be the same person whose name is/are
subscribed to the foregoing instrument, appeared before me this day
in person and acknowledged that he/they signed, sealed and delivered
said instrument as his/their free and voluntary act, for the uses
and purposes therein set forth, including the release and waiver of the
right of homestead.

Given under my hand and notarial seal this 24th day of
August, A. D. 1917

W. H. Cunningham
Notary Public.

My commission expires on the 1st day of January,
A. D. 1918.

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ASSIGNMENT BY LESSEE.

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

July 16, 1970 unto William B. Williams
Private

of the City of Chicago, Illinois

William B. Williams (REAL)

(REAL)

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ACCEPTANCE BY ASSIGNEE.

In consideration of the above 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 to make all payments provided by said lease from and after ... and agrees that no further assignment or subletting of the premises described in said lease, or any part thereof, will be made except in the manner therein recited.

Arthur E. Biddle (REAL)
Helena S. Biddle (REAL)

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CONSENT TO ASSIGNMENT.

Drake Tower Apartments, Inc., by its President and Secretary, pursuant to authority of a resolution of its Board of Directors, hereby consents to the assignment of the within lease to the assignee above described, in consideration of the covenants, promises and agreements set forth in the above assignment and acceptance.

Dated at Chicago, Illinois *July 16*, 19*48*

DRAKE TOWER APARTMENTS, INC.,

By *[Signature]*
President.

Attest:
[Signature]
Secretary.

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ASSIGNMENT BY LESSEE

For Value Received, the undersigned Lessee hereby assigns all her right, title and interest in and to the within lease from and after December 1, 1985 unto Jane S. Whitman, as Trustee of the Helena S. Biddle Residence Property Trust, dated June 10, 1976, of the City of Chicago, Illinois.

Helena S. Biddle (SEAL)

_____ (SEAL)

ACCEPTANCE BY ASSIGNEE

In consideration of the above assignment and the written consent of the Lessor thereto, the undersigned hereby assumes and agrees to keep and perform all the covenants, promises, conditions and agreements of the within lease by Lessee therein to be kept and performed and to make all payments provided by said lease from and after December 1, 1985 and agrees that no further assignment or subletting of the premises described in said lease, or any part hereof, will be made except in the manner therein recited.

Jane S. Whitman (SEAL)
as Trustee of the Helena S.
Biddle Residence Property
Trust, dated June 10, 1976.

CONSENT TO ASSIGNMENT

Drake Tower Apartments, Inc., by its ^{President} Secretary, pursuant to authority of a resolution of its Board of Directors, hereby consents to the assignment of the within lease to the assignee above described, in consideration of the covenants, promises and agreements set forth in the above assignment and acceptance.

Dated at Chicago, Illinois February 12, 1985.

DRAKE TOWER APARTMENTS, INC.,

By Yvonne P. Kirby
President

ATTEST: By Jeanette Cooper
Secretary

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SUBLEASE

THIS SUBLEASE, made and entered into this 18th day of November, 1985 by and between Jane S. Whitman, as Trustee of the Helena S. Biddle Residence Property Trust Dated June 19, 1976 (hereinafter called "Sublessor"), and Helena S. Biddle (hereinafter called "Sublessee").

WITNESSETH:

WHEREAS, a Lease (hereinafter called the "Prime Lease") dated April 1, 1947, was entered into between DRAKE TOWER APARTMENTS, INC. (hereinafter called the "Prime Lessor"), Paul B. Skinner as lessor, and ~~XXXXXXXXXXXX~~, as lessee, of the Apartment (as defined in the Prime Lease and hereinafter called the "Leased Premises"), located at 171-179 East Lake Shore Drive in the City of Chicago, County of Cook, State of Illinois; and

WHEREAS, the interest of the lessee under the Prime Lease has been assigned from time to time, so that Sublessor has now succeeded (or, by the commencement date of this Sublease, will have succeeded) to all the right, title and interest of Lessee under the Prime Lease; and

WHEREAS, Sublessor desires to sublease to Sublessee, and

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Sublessee desires to take and accept from Sublessor, the Leased Premises for the term hereinafter set forth, subject to the consent thereto of the Prime Lessor, pursuant to Paragraph 13 of the Prime Lease.

NOW, THEREFORE, in consideration of their respective undertakings and agreements hereinafter contained, the parties hereto hereby agree as follows:

1. Sublessor warrants that as of the date hereof, the Prime Lease is in full force and effect, free of any declared default on the part of the Sublessor, and agrees that this warranty shall continue to be true up to and including the beginning of the term of this Sublease as hereinafter specified. Sublessor further agrees with Sublessee that, subject to the Sublessee's performance of its duties under this Sublease, the Sublessor will not make or commit any default with respect to its obligations under the Prime Lease.

2. The Sublessor hereby subleases the Leased Premises to the Sublessee, and the Sublessee hereby subleases the Leased Premises from the Sublessor, for the term beginning on the 1st day of December 1985 and continuing to and ending on the earliest to occur of (a) the death of Sublessee, (b) termination of the Prime Lease for any reason whatsoever or (c) the thirtieth day of March, 2046, unless sooner terminated as hereinafter provided.

3. The Sublessee shall pay as rent to the Sublessor

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amounts equal to all rents and other sums due to be paid by the Sublessor (as Lessee) to the Prime Lessor under and pursuant to the Prime Lease as and when due thereunder, including, without limitation, the amounts due from time to time under Paragraph 1 thereof, except that unless and until the Sublessor otherwise directs, the Sublessee shall make such payments directly to the Prime Lessor on behalf of the Sublessor. If such payment is made to the Sublessor, then she shall pay the same to the Prime Lessor.

4. All of the terms, covenants and conditions of the Prime Lease except those relating to the payment of rent (which shall be paid as hereinafter provided), are by this reference incorporated herein and shall be binding upon and inure to the benefit of the parties hereto, with Sublessor for this purpose being considered to be in the place and stead of the Prime Lessor and Sublessee being considered to be in the place and stead of the Lessee under the Prime Lease; it is expressly understood and agreed that the Sublessee shall assume and shall keep, observe and perform all of said terms, covenants and conditions (except the payment of rent) to be kept, observed or performed by the Lessee under the Prime Lease during the term of this Sublease, and shall execute and deliver all such documents as the Prime Lessor may reasonably request in order to evidence the Sublessor's agreement to be so bound; and it is further understood and agreed that, notwithstanding anything contained herein to the contrary, Sublessor's sole obligation and liability to Sublessee with respect to any term, covenant

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or condition which under the Prime Lease is to be kept, observed or performed by the Prime Lessor, shall be to take, at the sole cost and expense of Sublessee and without risk to Sublessor, all such measures as Sublessee shall reasonably request in order to obtain such keeping, observance or performance by the Prime Lessor of such covenant, term or condition.

5. The tenancy hereby created shall be subject and subordinate to the aforesaid Prime Lease and if the Sublessee shall violate any of the terms, provisions, covenants or conditions of this Sublease, and has not cured such violation within ten days after receiving notice from the Sublessor so declaring, mailed or given by the Sublessor to the Sublessee or left upon the leased premises, then Sublessor shall have the option of terminating this Sublease without further notice, as of the end of the month immediately following the date of such notice, and either with or without terminating this Sublease and notwithstanding such determination, may declare all the rent to become due under this Sublease to be immediately due and payable and may proceed to collect such rent by all legal means and to avail itself of all such other remedies as may be provided by law.

6. Any notice required to be served upon the Sublessor shall be sent to the Sublessor by Certified Mail, return receipt requested, at 111 W. Monroe, Rm. 2000, Chicago, IL 60608 or to such other person or address as Sublessor may designate in writing from time to time. Any notice required to be served upon the Sublessee shall be sent to the Sublessee by Certified

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Mail, return receipt requested, addressed to the Sublessee at Holena S. Biddlo, 179 E. Lake Shore Dr., Chicago, IL 60604 or to such other person or address as Sublessee may designate in writing from time to time. Sublessor shall immediately upon receipt deliver to Sublessee any notices or other communications received by it from the Prime Lessor concerning the Prime Lease.

7. This Sublease is subject to the prior consent of the Prime Lessor as provided in Paragraph 13 of the Prime Lease. Sublessor and Sublessee shall each use its reasonable best efforts to obtain such consent and this Sublease may be terminated by either party without further obligation if such consent is not obtained prior to March 31, 1986 notwithstanding said best efforts on the part of the terminating party.

IN WITNESS WHEREOF, the parties hereto have herunto set their hands and seals, the day and year first above written.

James S. Whitman Holena S. Biddlo
as Trustee of the Holena S. Biddlo
Residence Property Trust dated
June 10, 1976, and not
personally

SUBLESSOR

SUBLESEE

Drake Tower Apartments, Inc. the Prime Lessor described above, pursuant to authority of a resolution of its Board of Directors, does hereby consent to the foregoing Sublease pursuant to Paragraph 13 of the Prime Lease, and subject to all the terms and provisions of the Prime Lease, in consideration

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of the covenants, promises and agreements set forth in the
above Sublease.

Dated this 17 day of February, 1985.

DRAKE TOWER APARTMENTS, INC.

By William T. Huber
its Vice President

Property of Cook County Clerk's Office

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LEASE GUARANTY

In consideration of the consent of DRAKE TOWER APARTMENTS, INC. ("Lessor") to the assignment by the undersigned of all her right, title and interest as tenant under the lease agreement by and between Lessor and the undersigned, as Tenant by assignment dated November 18, 1985, for the premises commonly described as Apartment 602, 171-179 East Lake Shore Drive, Chicago, Illinois (hereinafter referred to as the "Lease") to Jose S. Whitman as Trustee under the Helena S. Riddle Residence Property Trust Agreement, dated June 10, 1976 ("Assignee") and for the purpose of inducing Lessor to consent to said assignment, the undersigned hereby unconditionally guarantees the full and prompt payment of rent and all other sums required to be paid by Assignee under the Lease ("Guaranteed Payments") and the undersigned further promises to pay all of Lessor's costs and expenses (including reasonable attorney's fees) incurred in endeavoring to collect the Guaranteed Payments or incurred in enforcing this guaranty as well as all damages which Lessor may suffer in consequence of any default or breach under the Lease or this guaranty.

1. Lessor may at any time and from time to time, without notice to the undersigned, take any or all of the following actions without affecting or impairing the liability and obligations of the undersigned on this guaranty:

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- (a) grant an extension or extensions of time of payment of any Guaranteed Payment;
- (b) grant an indulgence or indulgences in any Guaranteed Payment;
- (c) modify or amend the Lease or any term thereof, or any obligation of Assignee arising thereunder;
- (d) consent to an extension or extensions of the term of the Lease;
- (e) accept other guarantors; and/or
- (f) release any person primarily or secondarily liable.

The liability of the undersigned under this guaranty shall in no way be affected or impaired by any failure or delay in enforcing any Guaranteed Payment of this guaranty or any security therefor or in exercising any right or power in respect thereto, or by any compromise, waiver, settlement, change, subordination, modification or disposition of any Guaranteed Payment or of any security therefor. In order to hold the undersigned liable hereunder, there shall be no obligation on the part of lessor, at any time, to resort for payment to Assignee or any other guaranty or to any security or other rights and remedies, and Lessor shall have the right to enforce this guaranty irrespective of whether or not other proceedings or steps are pending or being taken seeking resort to or realization upon or from any of the foregoing.

2. The undersigned waives all diligence in

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collection or in protection of any security, presentment, protest, demand, notice of dishonor or default, notice of acceptance of this guaranty, notice of any extensions granted or other action taken in reliance hereon and all demands and notices of any kind in connection with this guaranty or any Guaranteed Payment.

3. The undersigned hereby acknowledges full and complete notice and knowledge of all of the terms, conditions, covenants, obligations and agreements of the Lease.

4. The payment by the undersigned of any amount pursuant to this guaranty shall not in any way entitle the undersigned to any right, title or interest (whether by subrogation or otherwise) of the Assignee under the Lease or to any security being held for any Guaranteed Payment.

5. This guaranty shall be continuing, absolute and unconditional and remain in full force and effect until all Guaranteed Payments are made and all obligations of the undersigned under this guaranty are fulfilled, but, notwithstanding the foregoing, this guaranty shall cease and determine as of the date the Assignee shall assign its right, title and interest in the Lease, as permitted and provided for therein, provided that all Guaranteed Payments are made through and including the date of such assignment.

6. This guaranty shall also bind the heirs, personal representatives and assigns of the undersigned and inure to the benefit of Lessor, its successors and assigns. This guaranty shall be construed according to the laws of the

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State of Illinois.

7. The Lessor and the undersigned intend and believe that each provision of this guaranty comports with all applicable law. However, if any provision of this guaranty is found by a court to be invalid for any reason, the parties intend that the remainder of this guaranty shall continue in full force and effect and the invalid provision shall be construed as if it were not contained herein.

IN WITNESS WHEREOF, the undersigned has executed this guaranty this 13th day of November, 1973

Heavena S. Hilde

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ASSIGNMENT BY LESSEE

FOR VALUE RECEIVED, the undersigned Lessee hereby assigns all his/her/their right, title and interest in and to the within Lease from and after December 1, 1972 unto HERMAN S. BIDDLE

of the City of Chicago, Illinois.

Herman S. Biddle (SEAL)

Surviving Joint Tenant

(SEAL)

Lessee

ACCEPTANCE BY ASSIGNEE

In consideration of the foregoing assignment and the written consent of the Lessor thereto, the undersigned hereby assumes and agrees to keep and perform all the covenants, promises, conditions and agreements of the within Lease by Lessee therein to be kept and performed and agrees to make all payments provided by said Lease from and after December 1, 1972 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.

Herman S. Biddle (SEAL)

(SEAL)

CONSENT TO ASSIGNMENT

DRAKE TOWER APARTMENTS, INC.

by its

President and Asst. Secretary, pursuant to authority of a resolution of its Board of Directors, hereby consents to the assignment of the within Lease to the assignee(s) hereinbefore named, in consideration of the covenants, promises and agreements set forth in the foregoing assignment and acceptance.

By:

Charles Helms
President

ATTEST:

Joseph M. Helms

Secretary

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ACCEPTANCE BY ASSIGNEE.

In consideration of the above 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 to make all payments provided by said lease from and after and agrees that no further assignment or subletting of the premises described in said lease, or any part thereof, will be made except in the manner therein recited.

..... (DEAL)

..... (DEAL)

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CONSENT TO ASSIGNMENT.

Drake Tower Apartments, Inc., by its President and Secretary, pursuant to authority of a resolution of its Board of Directors, hereby consents to the assignment of the within lease to the assignee above described, in consideration of the covenants, promises and agreements set forth in the above assignment and acceptance.

Dated at Chicago, Illinois 19.....

DRAKE TOWER APARTMENTS, INC.,

By
President.

Attest:

.....
Secretary.

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ASSIGNMENT BY LESSEE.

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

..... (SEAL)

..... (SEAL)

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ACCEPTANCE BY ASSIGNEE.

In consideration of the above assignment and the written consent of Lessor *[redacted]*, 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 to make all payments provided by said lease from and after *[redacted]* and agrees that no further assignment or subletting of the premises described in said lease, or any part thereof, will be made except in the manner therein recited.

[redacted] (BMAL)

[redacted] (BMAL)

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CONSENT TO ASSIGNMENT.

Drake Tower Apartments, Inc., by its President and Secretary, pursuant to authority of a resolution of its Board of Directors, hereby consents to the assignment of the within lease to the assignee above described, in consideration of the covenants, promises and agreements set forth in the above assignment and acceptance.

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

DRAKE TOWER APARTMENTS, INC.,

By
President.

Attest:

.....
Secretary.

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EXHIBIT A.

Apt. No.	Base Assessment	Apt. No.	Base Assessment
101	\$250.00	12-E	\$315.00
102	175.00	12-W	305.00
202	200.00	14-E	320.00
301	135.00	14-W	310.00
302	135.00	15-E	285.00
303	135.00	15-W	355.00
401	140.00	16-E	370.00
402	140.00	16-W	280.00
403	140.00	17-E	335.00
501	225.00	17-W	325.00
502	225.00	18-E	340.00
601	230.00	18-W	330.00
602	230.00	19-E	345.00
603	160.00	19-W	250.00
604	130.00	19-S	180.00
701	235.00	20-E	350.00
702	235.00	20-W	340.00
703	165.00	21-E	355.00
704	135.00	21-W	345.00
801	240.00	22-E	360.00
802	240.00	22-W	350.00
803	170.00	23-E	720.00
804	140.00	23-W	
901	245.00	24-E	475.00
902	245.00	24-W	375.00
903	175.00	25-E	375.00
904	145.00	25-W	365.00
1001	250.00	26-E	380.00
1002	250.00	26-W	370.00
1003	180.00	27	525.00
1004	150.00	28	475.00
11-E	310.00	29	475.00
11-W	300.00	30	525.00

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FOR VALUE RECEIVED, the undersigned Lessor hereby assigns all ~~his/hor/their~~ right, title and interest in and to the within Lease from and after November 17, 1986 unto Edward J. Kelly, Jr.

and Julia V. Kelly, husband and wife, as joint tenants

of the City of Chicago, Illinois

Jane S. Whitman (SEAL)
JANE S. WHITMAN, as Trustee of the Helena S. Diddle Real Estate Property Trust dated June 10, 1976, and not personally.

ACCEPTANCE BY ASSIGNEE

In consideration of the foregoing assignment and the written consent of the Lessor thereto, the undersigned hereby assumes and agrees to keep and perform all the covenants, promises, conditions and agreements of the within Lease by Lessor therein to be kept and performed and agrees to make all payments provided by said Lease from and after November 17, 1986 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 terms thereof.

Edward J. Kelly, Jr. (SEAL)
EDWARD J. KELLY, JR.
Julia V. Kelly (SEAL)
JULIA V. KELLY

CONSENT TO ASSIGNMENT

DRAKE TOWER APARTMENTS, INC.

President and Secretary, pursuant to authority of a resolution of its Board of Directors, hereby consents to the assignment of the within Lease to the assignee(s) hereinbefore named, in consideration of the covenants, promises and agreements set forth in the foregoing assignment and acceptance.

By: [Signature]
President

ATTEST:

[Signature]
Secretary

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To be signed and returned to the Board of Directors and copy to be attached to the Building Rules and Regulations for the unit 602. Date: 11-18-86

Board of Directors:

I hereby request permission to keep an animal in my apartment. I understand that the following are the House Rules regarding keeping an animal in the apartment, and I agree to abide by these Rules:

- (a) Animals must be taken at all times in and out of the building through the rear door and to and from apartments in the service elevator through the garage entrance only.
- (b) When taken in or out, the animal must be on a leash or in a pet carrier and attended by an adult.
- (c) Animals of visitors to the building must be brought in and taken out of the rear door and to and from apartments in the service elevator. All responsibility shall rest with the residents of the apartment visited.
- (d) Each resident owning any animal shall assume full responsibility for personal injuries or property damage caused by animals and each resident must agree in writing before obtaining consent to have an animal in the building, to indemnify the lessor and hold it harmless against any loss, claim or liability of any kind or character whatsoever arising from or growing out of the privilege of having an animal in the building.
- (e) If the animal disturbs other residents of the building by crying, barking or biting, notice will be given to have the annoyance discontinued, and if not corrected, the animal must be removed from the building.
- (f) No breeding of animals will be allowed.
- (g) Additional permission must be obtained from the Board of Directors, or their agents, in the event I may desire to keep more than one pet.

Description of my animal is as follows:

Animal	Breed	Sex	Color	Age	Weight
Small	Chihuahua	Female	Black	1 yr	10 lbs

If consent is given to have the animal in my apartment, I fully understand that this consent may be withdrawn at any time if, at the Board of Directors sole discretion, the animal shall be a nuisance to my neighbors or otherwise undesirable.

By: _____

Unit: 602

Permission Granted:

By: _____

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LA THOMUS & CO., INC.

REAL ESTATE SALES • PROPERTY MANAGEMENT • INSURANCE

16 EAST SUPERIOR STREET CHICAGO, ILLINOIS 60611 (312) 844-8611

NOTIFICATION

TO PURCHASERS OF COOPERATIVE APARTMENTS

IN LA THOMUS & CO., INC., MANAGED BUILDINGS

Your proprietary lease provides that any alterations - carpentry work, plumbing, structural work, or air-conditioning installations, must be approved by the Board of Directors of the building corporation prior to the commencement of the work. The approval is to be obtained through the La Thomus & Co., Inc. office, who will present any such request to the Board.

No contractor for carpentry, plumbing, air-conditioning or other trade is to be employed to do work in the building unless first approved by LaThomus & Co., Inc.

It is suggested that if any such work is contemplated in the apartment which you have purchased, you have your contractor address a letter to my attention outlining the work to be done and including, if possible, a sketch of any changes to be made.

LA THOMUS & CO., INC.

By: John F. Aykroid
Director of Technical Services

RE: APARTMENT 602

BUILDING DRAKE TOWER APARTMENTS, INC.

DATE: 1-18-86

[Signature]
Purchaser

[Signature]
Purchaser

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HOUSE RULES.

1. The public halls, sidewalks and stairways shall not be obstructed or used for any other purposes than for ingress to and egress from the apartments.
2. No tenant shall make or permit any disturbing noises in the building by himself, his family, friends or servants; nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other tenants. No tenant shall play upon or socket to be played upon any musical instrument in the demised premises between the hours of 11 o'clock P. M. and the following 8 o'clock A. M. if the same shall disturb or annoy other occupants of the building.
3. No baby carriages, velocipedes, or bicycles will be allowed in the halls, passageways, areas, or courts of the building.
4. Tenants will not be allowed to put their names in any entry, passageway, vestibule, hall or stairway of the building, except in the proper place in the mail box provided for use of the apartments occupied by them respectively.
5. No junk shall be heaped on the porches, fire escapes or in the halls or corridors, nor dust, rubbish or litter swept from the demised premises or any room thereof into any of the halls or entryways of the building constituting said premises, except under the direction of the janitor.
6. Children shall not be permitted to loiter or play on the stairways or in the halls, lobbies and elevators.
7. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse of any nature or character whatever shall be paid for by the tenant who shall cause it.
8. All provisions, milk, ice, groceries, furniture, bicycles, boxes and the like merchandise shall be taken into or removed from the demised premises through the service entrance of said building only. All damages to the building, caused by the moving or carrying of articles therein, shall be paid by the tenant, or person in charge of such articles.
9. Nothing shall be thrown or emptied by the tenants or their servants out of the windows or doors, or down the passages, courts, or in the building areas, nor shall anything be hung from the outside of the windows or fire escapes or placed on the outside window sills. Rear kitchen shutters must remain closed at all times except when opened for purposes of egress and ingress.
10. Dogs (except as hereinafter permitted), parrots or reptiles are not allowed in the demised premises.
11. The front hall, stairway and service hall shall not be used for the storage of furniture or other articles.
12. The water shall not be left running any unnecessary or unreasonable length of time in the demised premises.
13. No tenant shall interfere in any manner with any portion either of the heating or lighting apparatus in or about the demised premises nor in or about the building containing the same.
14. Laundry work shall be done only in the rooms provided for such purposes in the demised premises. Electric washing machines, mangles and apparatus shall be used and operated only in the place provided by the Lessor for this purpose. The use of water-power washing machines is prohibited except by written consent of Lessor or its agent.
15. No shades, awnings or window guards shall be used except such as shall be put up or approved by the Lessor.
16. No sign, signal, advertisement or illumination shall be inserted or exposed on or at any window or other part of the apartment building, except such as shall be approved in writing by the Lessor.
17. The Lessor reserves the right to make such other rules and regulations from time to time as may be deemed needful for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all of the occupants thereof.
18. Any tenant wishing to have a dog in an apartment, may do so by getting a written consent of the agent of the building and by complying with the following rules:
 - (a) Dogs must be taken at all times in and out of the building through the rear door and to and from apartments in the freight elevator, except in cases of emergency where it is not feasible to use the rear door of the building.
 - (b) When taken in or out, the dogs must be on a leash and attended by an adult.
 - (c) Passenger elevator operators should not be requested to let the dog ride in the passenger elevator. Operators have been instructed not to allow dogs in these elevators, except in cases of emergency as stated in rule (a).
 - (d) Dogs of visitors to the building must be brought in and taken out of the rear door and to and from apartments in the freight elevator. All responsibility shall rest with the tenant of the apartment visited.
 - (e) Each tenant owning any dog shall assume full responsibility for personal injuries or property damage caused by dogs and each tenant must agree in writing before obtaining consent to have a dog in the building, to indemnify the Lessor and hold it harmless against any loss, claim or liability of any kind or character whatsoever arising from or growing out of the privilege of having a dog in the building.
 - (f) If the dog disturbs other tenants in the building by crying, barking or biting, notice will be given to have the annoyance discontinued, and if not corrected the dog must be removed from the building.
19. No radio aerial or connection shall be installed by the tenants outside of their respective apartments without the written consent of the Lessor or its agent.
20. Servants and employees of tenants and persons making deliveries to tenants shall not use the passenger elevators except when accompanied by their employers.
21. No automobiles shall be parked within fifteen feet of either side of the entrance to the building nor shall doormen or other building employees be requested or permitted to park cars for tenants.
22. Unless Lessor gives advance written consent in each and every instance, Lessee shall not install or operate in the premises any machinery, refrigerating or heating device or air-conditioning apparatus, or use any illumination other than electric light, or use or permit to be brought into the building any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property.

SCHEDULE A

LEGAL DESCRIPTION

PARCEL 1

Lots 17 to 26, inclusive, in Fitzsimmons addition to Chicago, a subdivision of part of Block 8 in the Canal Trustees Subdivision of the south fractional 1/4 of fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian.

Lots 16 and 27 (except that part of said lots described as follows: beginning at the north east corner of said lot 16 and running thence west along the north line of said lot a distance of 9.25 feet; thence south a distance of 24.04 feet along the easterly face of the lower stone base of the Drake Hotel building to a point 9.11 feet west of the east line of said Lot 16; thence west a distance of 0.58 feet along a line parallel with the north line of said Lot 16 to a point 9.69 feet west of the east line of said Lot 16; thence south a distance of 169.61 feet along the easterly face of a brick wall of the Drake Hotel building to a point 24 feet north of the south line and 8.05 feet west of the east line of said Lot 27, thence east a distance of 0.55 feet along a line parallel with the south line of said Lot 27, to a point 8.10 feet west of the east line of said Lot 27; thence south a distance of 24 feet along the easterly face of the lower stone base of the Drake Hotel building to a point on the south line of said Lot 27 which is 8.05 feet west of the south east corner of said Lot 27; thence east along said south line a distance of 8.05 feet to the south east corner of said Lot 27 and thence north along the east line of Lots 27 and 16 a distance of 217.65 feet to the point of beginning in Cook County, Illinois.

PARCEL 2

Easement for the benefit of Parcel 1 as reserved in the deed from Whitestone Company, a corporation of Illinois to the Drake Tower Building Corporation of Illinois recorded February 1, 1928 as Document Number 9914506 for the construction, maintenance and operation of an inclined service driveway over the south 140 feet of the west 24 feet of the following described tract: Lots 14, 15, 28 and 29 in Fitzsimmons addition to Chicago, a subdivision of part of Block 8 in Canal Trustees Subdivision of the south fractional 1/4 of fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian.

also

That part of Lots 16 and 27 in said Fitzsimmons addition, bounded and described as follows: beginning at the north east corner said Lot 16 and running thence west along the north line of said lot a distance of 9.25 feet; thence south a distance of 24.04 feet along the easterly face of the lower stonebase of the Drake Hotel building to a point 9.11 feet west of the east line of said Lot 16; thence west a distance of 0.58 feet along a line parallel with

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the north line of said Lot 16 to a point 9.69 feet west of said east lot line; thence south a distance of 169.61 feet along the easterly face of a brick wall of the Drake Hotel building to a point 24 feet north of the south line and 8.05 feet west of the east line of said Lot 27; thence east a distance of .55 feet along a line parallel with the south line of said Lot 27 to a point 8.10 feet west of said east lot line thence south a distance of 24 feet along the easterly face of the lower stone base of the Drake Hotel building to a point on said south line of Lot 27 which is 8.05 feet west of the south east corner of said lot; thence east on said south lot line a distance of 8.05 feet to the south east corner of said Lot 27; thence north along said east line of Lots 16 and 27 a distance of 217-65 feet to the point of beginning in Cook County, Illinois.

Plat of 11-035-208-001 v 002

Property of Cook County Clerk's Office

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