

Greenleaf Apartment Building Corporation

Stockholder's Lease

94185988

This Indenture, made this 15th day of March A. D. 1987, by and between GREENLEAF APARTMENT BUILDING CORPORATION, a corporation organized under the laws of the State of Illinois, hereinafter called the "Lessor,"

and Stephen C. Coates and Jean L. Fulton (Spouse) as joint tenants with right of survivorship of Chicago hereinafter called the "Lessee"; WITNESSETH:

Whereas, the Lessor was heretofore incorporated for the purpose of acquiring, owning, erecting, leasing or operating an apartment building, on the premises hereinafter described, with the intent that the stockholders of the Lessor should have the privilege of leasing apartments in said building under the special terms and conditions hereinafter set forth, so long as they remain stockholders; and

Whereas, the Lessor is the owner of the following described land and premises situated in the City of Chicago, county of Cook, and State of Illinois, to-wit:

The West Twenty-four (24) feet Seven and one-half (7 1/2) inches of Lot Three (3), all of Lots Four (4), Five (5), Six (6) and Lot Seven (7) (except the West 33 feet 9 1/4 inches) in Block Twenty-nine (29) in Rogers Park, being a Subdivision of the Northeast Quarter (NE 1/4) and that part of the Northwest Quarter (NW 1/4) lying east of Ridge Road of Section 31; also the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 32; also all of Section 30 lying south of the Indian Boundary Line in Township 41 North, Range 14 East of the Third Principal Meridian; known and described as 1415-1435 Greenleaf Avenue, Chicago, Illinois; and

Whereas, the Capital Stock of the Lessor consists of 7500 shares of stock of the par value of \$10.00 each, and the Lessee is the owner and holder of 198 shares of said stock, by reason of which ownership this lease is granted pursuant to a resolution of the Board of Directors of the Lessor, subject and under authority of the By-Laws of the Lessor Corporation; which By-Laws are hereby referred to and made a part hereof.

Now, Therefore, in consideration of the premises and of the covenants, conditions and provisions hereinafter contained, the Lessor has leased, and does hereby lease, to said Lessee, for a term beginning on the 15th day of March A. D. 1987, and ending upon the expiration of the Charter of the Lessor, unless sooner terminated as hereinafter provided, all that certain apartment known as Apartment 3-North on the third floor at 1435 W. Greenleaf Av. in the City of Chicago being one of the apartments in the building above referred to. To be occupied solely as a private dwelling and not otherwise.

Provided, However, and these presents are made, executed and delivered by the Lessor and accepted and executed by the Lessee upon the express condition that this lease and the term hereby created shall cease and determine at the option of the Lessor on the happening of any one of the following events:

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COOK COUNTY RECORDER
02/26/84 09:11:00
\$27.50

2750
T. J. [Signature]

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11. That in case the Lessee shall vacate or abandon said premises during the life of this lease, for a period of sixty days, during which time he shall be in default in the payment of assessments or installments thereof, or be otherwise in default in any payments due by the Lessee to the Lessor for a like period, the Lessor may, at its option, without terminating this lease, but the Lessor shall not be under any obligation to do, enter into said premises, and re-let the same, for the account of the Lessee, for such rent, and upon such terms as shall be satisfactory to the Lessor; and for the purpose of such re-letting the Lessor is authorized to make any decorations, repairs, changes, alterations or additions in or to said demised premises that may be necessary or convenient, and if a sufficient sum shall not be realized monthly from such re-letting, after paying all of the costs and expenses of such repairs, changes, alterations, additions or decorations, and the expenses of such re-letting and the collection of the rent accruing therefrom each month, to satisfy the monthly installments of assessments above provided to be paid by the Lessee, then the Lessee will satisfy and pay such deficiency each month upon demand therefor.

12. That upon the termination of this lease, by lapse of time or otherwise, the Lessee will surrender and deliver up to the Lessor possession of said demised premises in the same condition and repair as of the date hereof, less by use and ordinary wear and tear excepted, including all additions, alterations and improvements which cannot be removed without damage to the demised premises.

ARTICLE III

IT IS FURTHER MUTUALLY COVENANTED AND AGREED BETWEEN THE PARTIES HERETO:

1. That the Lessor will not sell, mortgage or incumber said building or the land herein described or any part thereof without the consent of the owners of at least two-thirds of the outstanding stock of the Lessor corporation obtained at a regular meeting or a special meeting called for such purpose; Provided, however, that the Lessor shall have a right to mortgage or incumber said premises without such consent for the purpose of extending, renewing, refinancing or paying off any then existing incumbrance or indebtedness together with all expense connected therewith, or supplying funds necessary or convenient for the proper care, maintenance or operation of the property and business of said corporation, and it is hereby expressly stipulated and agreed that this lease is subject to any mortgage or mortgages, or Trust Deed that may from time to time be executed by the Lessor corporation as above specified and duly recorded.

2. That all leases of apartments in said building entered into between the Lessor and Stockholders of the Lessor shall contain substantially the same covenants and agreements as herein set forth. This lease or the lease by the Lessor of any other apartment in said building to a stockholder may not be changed or amended without the consent thereto in writing of the owners (not including the Lessee under the lease to be changed or amended) of two-thirds in amount of the stock of the Lessor.

3. That any notice to be served hereunder on the Lessor may be served by delivering a copy thereof to any officer of the Lessor, or by mailing a copy of such notice by U. S. registered mail, postage prepaid, addressed to the Lessor at said building, and any notice to be served hereunder upon the Lessee may be served by delivering a copy thereof to the Lessee or by mailing a copy of such notice to the Lessee by U. S. registered mail, postage prepaid, addressed to the Lessee at said building; Provided, that either Lessor or Lessee may give the other party hereto from time to time hereafter in writing a notice of change in address for said purpose, and in that event such new address shall be used in mailing such notice.

4. That this lease shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the respective parties hereto, except as herein otherwise provided.

5. That it is expressly understood and agreed and is a condition of this lease that none of the owners present or future of the stock of said corporation (the Lessor) nor any of the Directors present or future of said corporation, shall be personally liable upon any of the covenants or agreements of the Lessor contained in this instrument.

6. That the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

7. That the word "Lessee" wherever and whenever used herein, though expressed in the singular number, shall nevertheless be taken to apply to the persons appearing as the actual Lessees hereunder, whether one or more, male or female, and although plural in number.

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

Lessor	<p style="text-align: center;">Greenleaf Apartment Building Association</p> <p>By <u><i>Ernest Sead</i></u> President</p> <p>ATTEST: <u><i>John J. Adams</i></u> Secretary V. L. E. P. C. S. 1144 V. P.</p>	Lessee	<p><u><i>[Signature]</i></u> (SEAL)</p> <p><u><i>[Signature]</i></u> (SEAL)</p>
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RULES AND REGULATIONS

1. No rugs shall be beaten on the porches, or dust, rubbish or litter swept from the demised premises, or any room thereof into any of the halls or entryways of the building containing said premises, except under the direction of the janitor thereof; nor shall any such dust, rubbish or litter or anything else be thrown or emptied from any of the windows or porches of the said building.

2. The sidewalks, entries, passages, vestibules, halls and stairways outside of the several apartments shall not be obstructed or used for any other purpose than for ingress and egress to and from the respective rooms or apartments.

3. All provisions, milk, ice, groceries, furniture, baby carriages, bicycles, boxes and like merchandise shall be taken into or removed from the demised premises through the rear door of said building only. All damages to the building caused by the moving or carrying of articles therein shall be paid by the tenant, or person in charge of such articles.

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

5. Dogs, cats, parrots or other birds, reptiles or animals are not allowed on the demised premises, except by special permission of the Board of Directors of the Lessor.

6. The front hall, stairway and back porches shall not be used for the storage of furniture or other articles.

7. Laundry rooms are reserved for the exclusive use of apartments as follows:

- Monday—First Floor Apartments.
- Tuesday—Second Floor Apartments.
- Wednesday—Third Floor Apartments.

Mail to:
First Security Bank
1962 Pearson
Chicago IL 60611

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1. In case the Lessee hereunder, or his assigns in the event this lease shall be assigned in accordance with the provisions hereof, shall at any time during the term of this lease cease to be the owner of 198 shares of the stock of the Lessor in addition to the stock required by any other lease which the Lessee may have with the Lessor hereunder; Provided that upon the death of the Lessee the widow, or other member or members of his family residing with him at the time of his death may continue to occupy said apartment for a period of 18 months after the death of said Lessee, upon the terms and conditions specified in this lease. In the event that the widow of said deceased Lessee, or other member or members of his family as aforesaid shall within said 18 months produce to the Board of Directors of said Lessor proper evidence that she or they, as the case may be, have succeeded to all of the interest of said deceased Lessor in and to the stock herein specified said stock shall be transferred on the books of the Lessor in accordance with such succession and a new lease shall be issued to the said widow--or other members of the family as aforesaid in succeeding to the ownership of said stock. In the event that the widow or other member of his family as aforesaid shall not succeed to the interest of said deceased Lessee, then this lease shall terminate at the end of 18 months unless sooner varied by such widow or other member of the family and the premises herein demised shall be disposed of in the manner provided for in by-laws and this lease, in cases where leases are terminated.

2. In case at any time during the term of this lease the Lessee or any of his successors in interest shall be declared a bankrupt or shall make a general assignment for creditors or a receiver of his property shall be appointed or his said stock shall be levied upon under the process of any court or sold pursuant to any agreement whereby it was pledged as collateral security.

3. In case at any time the Lessor shall, upon the affirmative vote of the holders of two-thirds in amount of its capital stock, at a stockholders' meeting duly called for that purpose, determine to sell the above described real estate and building; Provided, however, that this lease may not be thus terminated on account of a sale of such real estate and building prior to January 1, 1928; and provided, further, that the Lessee hereunder shall receive not less than 30 days' written notice of the proposed sale and in the event of the consummation of such sale this lease shall be terminated only after not less than six months' previous notice in writing to Lessee of such termination.

4. In case at any time the Lessor shall determine, upon the affirmative vote of the holders of three-fourths in amount of its capital stock outstanding, at a stockholders' meeting duly called by the Board of Directors to take action on the subject, that because of objectionable conduct on the part of the Lessee, or of a person dwelling in or visiting the demised premises, the tenancy of the Lessee is undesirable. To repeatedly violate or disregard the rules and regulations hereafter established as herein provided, or to permit or tolerate a person of dissolute, loose or immoral character to enter or remain in the building or demised premises shall be deemed to be objectionable conduct.

ARTICLE I

THE LESSOR, IN CONSIDERATION OF THE PREMISES, subject to the limitations of liability hereinafter stated, hereby covenants and agrees to and with the Lessee, as follows:

1. That the Lessee, upon paying the assessments hereinafter provided for to be paid and performing the agreements and covenants on his part to be performed shall at all times during the term hereby created quietly hold and enjoy the premises hereby demised.

2. That the Lessor will maintain and manage said building as a first-class apartment house keeping, the alleys, yards, courts and public portions of the ground and buildings in good condition and repair, free from obstruction, and will keep said public halls and stairs properly lighted and heated.

3. That in case any repairs shall become necessary to the plumbing or heating apparatus or other parts or appliances intended for the general service of said building, the Lessor will execute such repairs with due diligence, not being liable for interruptions not reasonably avoidable of the supply of heat and light or for other temporary interruptions of the proper operation of said building.

4. That the Lessor shall keep in good repair the foundations, walls, supports, basements, roofs, gutters, beams, cellars, front and rear entrances, main halls and stairways, porches, boilers, and all main or principal pipes for carrying water, gas or steam through the building, together with the main drain pipes and electric conduits, and all plumbing and heating apparatus intended for the general service of the building; also all existing plumbing and heating apparatus in the demised premises, provided the Lessee shall give the Lessor prompt notice of any such repairs to be made, and Lessee shall at all reasonable times allow the representatives of the Lessor to enter and inspect said premises hereby demised for the purpose of determining the necessity and character of any such repairs and of making the same, and upon reasonable notice to remove such portions of the walls, floor and ceiling of said premises hereby demised as may be required for the purpose of making such repairs, all portions so removed to be replaced as soon as reasonably may be done, in as good condition as before. All such repairs shall be at the expense of the Lessor unless rendered necessary by the act, neglect or carelessness of the Lessee or any of his family, guests, employes, agents or servants, in which case the expense shall be borne by the Lessee.

5. That the Lessor will keep said building insured against loss or damage by fire, and that in case said building shall be partially damaged by fire, it shall be repaired as speedily as possible at the expense of the Lessor conformably with the plans and specifications on which the building was erected. In case of the total destruction of said building by fire or otherwise, this lease shall thereupon terminate, unless the insurers shall elect to rebuild the building pursuant to the provisions of the policies of insurance, in which event this lease shall continue in force with respect to the corresponding premises in the building so rebuilt, and all assessments herein provided for shall cease from the time of such destruction until such rebuilding shall be completed.

6. That any damage caused to any apartment because of leaks in the roof of the building shall be borne by Lessor, but any such damage caused by leaky radiators, ice boxes, or other causes from within another apartment (except the water pipes or plumbing not susceptible of inspection by the tenant) shall be borne by the Lessee from whose apartment said damage was caused.

7. That in case a portion or the whole of the building is damaged by fire or explosion or other casualty an appraisalment of the damage done to each apartment shall be made by the Board of Directors and any insurance collected by the Lessor on account of said damage shall be expended proportionately on the appraisalment of the damage done and by said board in repairing said damage.

ARTICLE II

AND THE LESSEE, in consideration of the premises and subject to the other conditions and limitations hereinafter stated, hereby covenants and agrees to and with the Lessor as follows:

1. To pay as rent to the Lessor at the office of the Treasurer of the Lessor, or at such other place in the City of Chicago as the Lessor may from time to time in writing designate, an annual assessment for and during the term of this lease equal to that proportion of the gross amount required by the Lessor during each year for the purposes next mentioned which the number of shares of the capital stock of the Lessor owned by the Lessee hereinabove referred to bears to the total number of shares of stock of the Lessor then outstanding; it being understood and agreed that the Board of Directors of the Lessor shall, by resolution adopted at its annual meeting of each year, estimate the sum of money which, in its judgment, will be required by the Lessor during the ensuing fiscal year for the maintenance of the corporate existence of the Lessor and the carrying charges on the property of the Lessor, including payment of taxes and assessments, interest on mortgaged indebtedness, insurance, cost of repairs and replacements, and the necessary expenses of upkeep, maintenance and operation required to be borne by the Lessor hereunder, plus any deficit in the amount fixed for the preceding year, which said annual assessments shall be payable as rents in equal monthly installments in advance on the first day of each and every month during said year; and it is further understood and agreed that the Board of Directors shall at the same time levy an annual assessment, apportioned and payable in like manner, for the purpose of meeting payments on the principal of outstanding indebtedness required to be made by the Lessor during the ensuing fiscal year. It is further understood and agreed that if at any time the Board of Directors shall, by resolution, declare that an emergency exists requiring additional funds not included in the annual estimate above referred to, the said Board of Directors may make a supplemental estimate of the additional sum to be required by the Lessor for the purposes above mentioned for the ensuing fiscal year and levy a supplement rent therefor, which shall be apportioned in like manner and shall be payable in

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such manner as shall be determined by the Board of Directors. It is further understood and agreed that the right to establish the amount of and to require the payment of any of the above provided for rents shall be possessed only by the Board of Directors of the Lessor and shall not pass to any receiver or creditor of the Lessor.

So much of the annual or supplemental rents collected by the Lessor shall be voted to the payment of the principal of a mortgage or mortgages, or to other capital expenditures, shall be credited by the Lessor upon its books to the account of "Paid-in Surplus."

2. That the Lessor may at any time by resolution of its Board of Directors establish house rules for the management and control, safety, care, cleanliness and good order of said building and change the same from time to time. This lease shall be in all respects and at all times subject to the by-laws and conditions printed on the stock certificate of the Lessor and to the rules and regulations appended hereto and those hereafter established to the same extent as if they were written herein and the Lessor covenants to obey all such by-laws and rules and require them to be obeyed by the members of his family, his guests, servants, agents and employees, said house by-laws, rules and regulations being by reference hereby made a part of the agreements and covenants of this lease.

3. That the Lessee shall not, at any time during the term of this lease, use or permit the use of any part of the demised premises for any purpose other than as a private residence for himself and his family, and shall not suffer anything to be done or kept therein which will increase the rate of fire insurance upon said building, or the contents thereof, or which will obstruct or interfere with the rights of other tenants or obstruct the public halls or stairways, of said building, or injure the reputation of the premises or the building of which they are a part, or annoy other tenants by unreasonable sounds or otherwise and that the Lessee will comply with all regulations and requirements of the Health Department and of any other lawful authority. If by reason of any use of said premises by the Lessee the rate of fire insurance on the building shall be increased, the Lessee shall be personally liable to the Lessor for the increased cost of insurance, which shall be added to his rents and collected with the next installment as a part thereof.

4. That the Lessee will not make any structural alterations in, or additions to, said demised premises nor any changes, alterations or additions in or to the exterior of said building, or any part of the interior thereof, except with the previous written consent in each case of the Board of Directors of the Lessor.

5. That the Lessee will at his own expense keep the interior of said demised premises and all appurtenances therein in good condition and repair, and Lessor shall not be answerable or chargeable for any decorations or repairs therein or thereto except as herein specifically provided. Lessor shall not be liable to Lessee, except as herein specifically provided, for any damage or injury to him or his property occasioned by the failure of Lessor to keep said premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or downspout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about said building or premises, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor from any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of the owners of adjacent or contiguous property, or of Lessor's agents or servants, all claims for any such damage or injury being hereby expressly waived by Lessee. Should the Lessee at any time refuse or neglect for ten days after written notice to make the repairs which he is required to make or to maintain said demised premises in good condition and repair, the Lessor may make such repairs or place said demised premises in proper condition and may enter or cause its agents or servants to enter the demised premises for that purpose, and all expenses incurred by the Lessor in that behalf shall be added to the assessments due from the Lessee under this lease and paid as a part of the next due installment thereof.

6. That if the Lessee shall suffer any lien to be placed upon or against the property of the Lessor on account of any material or labor used in the making of any decorations or repairs on the demised premises chargeable to said Lessee under the terms hereof, then upon the happening of such lien, this lease shall at once become null and void, at the option of the Lessor, or Lessor may, at its option, pay and discharge or purchase any such lien, and require the amount expended by it therefor to be forthwith repaid by the Lessee, as additional rental or assessment under the terms hereof.

7. That the Lessee shall pay all gas and electric bills rendered against or charged upon said demised premises, and in case the Lessee shall not pay the same when due and payable the Lessor may pay the same and the amount so paid is hereby declared to be an additional rental for the ensuing year and payable with the next installment thereof.

8. The Lessee shall not assign this lease nor sublet the demised premises or any part thereof except on the following terms and conditions:

(a) The Lessee may assign the leasehold estate hereby created only with the previous consent of the Board of Directors of the Lessor pursuant to resolution of said Board adopted by unanimous vote of all the members present at any special meeting of said Board of Directors duly and regularly called for that purpose or the approval of two-thirds of the stock represented at a special meeting of the stockholders of the Lessor called for that purpose in accordance with the by-laws of said Lessor, provided the assignee shall also simultaneously acquire the Lessee's required shares of stock of the Lessor as hereinabove provided, and shall have in writing assumed all the obligations of the Lessee hereunder, a copy of which writing and assignment executed by the Lessee and the assignee shall in each case be delivered to and kept by the Lessor. Upon an assignment made in accordance with the provisions hereof the Lessee so assigning shall be relieved from all liability hereunder thereafter accruing. The stockholder desiring to make assignment shall make written application to the Board of Directors, giving the name, address and occupation or business of the party to whom he proposes to assign his lease. The Board of Directors shall pass upon the application within ten days from the date of its receipt and notify the stockholder of its decision. If the action of the Board of Directors is not unanimous, any director dissenting from the action of the majority, or the stockholder concerned, may, within five days after receipt of notice of the decision of the Board, appeal from the decision to the stockholders of the corporation by filing with the President a written notice of appeal. Whereupon, the President shall call a special meeting of stockholders for the purpose of considering such appeal, and the action of the majority in amount of the outstanding stock represented at said meeting shall be final and conclusive. If such assignment is approved the applicant shall surrender his stock and lease to the Secretary of the Corporation and new certificates and a new lease or assignment of old lease shall be issued to the assignee.

(b) The Lessee may sublet, for ~~the term of this lease~~ ^{total renting period not to exceed two years} all but not a part of the premises hereby demised, to a sub-tenant only with the previous written consent of the Board of Directors of the Lessor pursuant to resolution of said Board adopted by three-quarters vote of all the members present at any special meeting duly and regularly called for that purpose. Such approval, however shall not operate to relieve the Lessee hereunder of any obligation for the payment of assessments or otherwise, but shall only be an approval of the sub-tenants as an acceptable occupant of the apartment. In case two previous applications have been refused within six months the stockholder in interest shall have the right of appeal to the stockholders as specified in Article II, paragraph 8 a.

Any attempted assignment of this lease or subletting of said premises otherwise than in accordance with the provisions hereof shall be null and void.

9. That said premises shall not be used as a "boarding" or "lodging" house or for a school, or to give instructions in music or singing, and none of the rooms shall be offered for rent by placing notices on any door, window or wall of the building.

10. That in case of default of the Lessee in the payment of rents or any part thereof herein provided for, for a period of Sixty (60) days, and, or in case of default in the performance of any of the covenants, and, or observance of any of the conditions or provisions of this lease on the Lessee's part to be performed, this lease and the Estate or interest hereby created, shall, at the option of the Lessor cease and terminate and it shall thereupon be lawful for the Lessor, immediately or any time thereafter to re-enter said premises and repossess the same as if this lease had never been made and remove all persons and property therefrom either by forcible entry and detainer proceedings, or any suitable action or proceeding at law or in equity.

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