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GEORGE E. COLE
LEGAL FORMS

APARTMENT LEASE

UNFURNISHED

DATE OF LEASE	TERM OF LEASE	MONTHLY RENT	SECURITY DEPOSIT
	BEGINNING		
3/2/95	3/2/95	-0-	-0-
	LIFE OF LESSEE		

* IF NONE, WRITE "NONE". Paragraph 2 of this Lease then INAPPLICABLE.

LESSEE	LESSOR
NAME • JETHRO BARNETT	NAME • CLARENCE PRICE
APT NO • FIRST FLOOR FRONT	BUSINESS •
ADDRESS OF PREMISES • 1622 SOUTH HAMLIN AVENUE CHICAGO, ILLINOIS 60623	ADDRESS

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

37155265

ADDITIONAL COVENANTS AND AGREEMENTS (if any)

THIS LEASE HAS BEEN MADE SUBJECT TO THE TERMS OF CONTRACT OF SALE OF PROPERTY FOR 1622 SOUTH HAMLIN AVENUE, CHICAGO, ILLINOIS, AND DATED JANUARY 18, 1995, BETWEEN CLARENCE PRICE, BUYER, AND JETHRO BARNETT, SELLER, WHEREIN SELLER SHALL HAVE A RENT-FREE LEASE AGREEMENT FOR FIRST FLOOR FRONT APARTMENT FOR REMAINDER OF HIS LIFE.

LEASE COVENANTS AND AGREEMENTS

RENT

SECURITY DEPOSIT

CONDITION OF PREMISES; REDELIVERY TO LESSOR

LIMITATION OF LIABILITY

USE; SUBLET; ASSIGNMENT

USE AND REPAIR

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

~~2. Lessee has deposited with Lessor the Security Deposit stated above for the performance of all covenants and agreements of Lessor hereunder. Lessor may apply all or any portion thereof in payment of any amounts due Lessor from Lessee, and upon Lessor's demand Lessee shall in such case during the term of the lease promptly deposit with Lessor such additional amounts as may then be required to bring the Security Deposit up to the full amount stated above. Upon termination of the lease and full performance of all matters, no payment of all amounts due by Lessee, so much of the Security Deposit as remains unapplied shall be returned to Lessee. This deposit does not bear interest unless and except as required by law. Where all or a portion of the Security Deposit is applied by Lessor as compensation for property damage, Lessor when and as required by law shall provide to Lessee a itemized statement of such damage and of the estimated or actual cost of repairing same. If the building in which Premises are located (the "Building") is sold or otherwise transferred, Lessor may transfer or assign the Security Deposit to the purchaser or transferee of the Building, who shall thereupon be liable to Lessee for all of Lessor's obligations hereunder, and Lessee shall look thereafter solely to such purchaser or transferee for return of the Security Deposit and for other matters (including any interest or account) relating thereto.~~

3. Lessee has examined and knows the condition of Premises and has received the same in good order and repair except as herein otherwise specified, and no representations as to the condition or repair thereof have been made by Lessor or his agent prior to, or at the execution of this lease, that are not herein expressed or endorsed hereon; and upon the termination of this lease in any way, Lessee will immediately yield up Premises to Lessor in as good condition as when the same were accepted upon by Lessee, ordinary wear and tear only excepted, and shall return all keys to Lessor.

4. Except as provided by Illinois statute, Lessor shall not be liable for any damage occasioned by failure to keep Premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting, leaking or running of any cistern, tank, wash stand, water closet, or waste-pipe, in, above, upon or about the Building or Premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door or otherwise, nor for damages to Lessee or others claiming through Lessee for any loss or damage of or to property wherever located in or about the Building or Premises, nor for any damage arising from acts or neglect of co-tenants or other occupants of the Building, or of any owners or occupants of adjacent or contiguous property.

5. Lessee will not allow Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, nor to be occupied in whole or in part by any other persons, and will not sublet the same, nor any part thereof, nor assign this lease, without in each case the written consent of the Lessor first had, and will not permit any transfer, by operation of law, of the interest in Premises acquired through this lease, and will not permit Premises to be used for any unlawful purpose or purpose that will injure the reputation of the same or of the Building or disturb the tenants of the Building or the neighborhood.

6. Lessee will take good care of the apartment demised and the fixtures therein, and will commit and suffer no waste therein; no changes or alterations of the Premises shall be made, nor partitions erected, nor walls papered, nor locks on doors installed or changed, without the consent in writing of Lessor; Lessee will make all repairs required to the walls, ceilings, paint, plastering, plumbing work, pipes and fixtures belonging to Premises, whenever damage or injury to the same shall have resulted from misuse or neglect; no furniture filled or to be filled wholly or partially with liquids shall be placed in the Premises without the consent in writing of Lessor; the Premises shall not be used as a "boarding" or "lodging" house, nor for a school, nor to give instructions in music, dancing or singing, and none of the rooms shall be offered for lease by placing notices on any door, window or wall of the Building, nor by advertising the same directly or indirectly, in any newspaper or otherwise, nor shall any signs be exhibited on or at any windows or exterior portions of the Premises or of the Building without the consent in writing of Lessor, there shall be no lounging, sitting upon, or unnecessary tarrying in or upon the front steps, the sidewalk, railing, stairways, halls, landing or other public places of the Building by Lessee, members of the family or others persons connected with the occupancy of Premises; no provisions, milk, ice, marketing, groceries, furniture, packages or merchandise shall be taken into the Premises through the front door of the Building except where there is no rear or service entrance; cooking shall be done only in the kitchen and in no event on porches or other exterior appurtenances; Lessee, and those occupying under Lessee, shall not

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- ACCESS**
- RIGHT TO RELET**
- HOLDING OVER**
- RESTRICTIONS ON USE**
- WATER AND HEAT**
- STORE ROOM**
- DEFAULT BY LESSEE**
- NO RENT DEDUCTION OR SET OFF**
- RENT AFTER NOTICE OR SUIT**
- PAYMENT OF COSTS**
- RIGHTS CUMULATIVE**
- FIRE AND CASUALTY**
- SUBORDINATION**
- PLURALS: SUCCESSORS**
- SEVERABILITY**

7. Lessee will allow Lessor free access to the Premises at all reasonable hours for the purpose of examining or ex-
hibiting the same or to make any needful repairs which Lessor may deem fit to make for the benefit of or related to any
part of the Building, and Lessee will allow Lessor to have placed upon the Premises, at all times, notice of "For Sale"
and "To Rent" and will not interfere with the same.

8. If Lessee shall abandon or vacate the Premises, the same may be let by Lessor for such rent and upon such
terms as Lessor may see fit; and if a sufficient sum shall not thus be realized, after paying the expenses of such reletting
and collecting, to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency.

~~9. If the Lessee retains possession of the Premises or any part thereof after the termination of the term by
lapse of time or otherwise, then the Lessor may at Lessor's option within thirty days after the termination of the term
serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from
year to year thereafter, at double the rental specified under Section 1 for such period, or (b) creation of a month to
month tenancy, upon the terms of this lease except at double the monthly rental specified under Section 1, or (c) crea-
tion of a tenancy at sufferance, at a rental of _____ dollars per day for the time Lessee remains in posses-
sion. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created,
and in such case if specific per diem rental shall not have been inserted herein at (c), such per diem rental shall be one-
fiftieth of the monthly rental specified under Section 1 of this lease. Lessee shall also pay to Lessor all damages sus-
tained by Lessor resulting from retention of possession by Lessee.~~

10. Lessee will not permit anything to be thrown out of the windows, or down the courts or light shafts in the
Building; nothing shall be hung from the outside of the windows or placed on the outside window sills of any window
in the Building; no parrot, dog or other animal shall be kept within or about the Premises; the front halls and stairways
and the back porches shall not be used for the storage of carriages, furniture or other articles.

11. The provisions of subsection (a) only hereof shall be applicable and shall form a part of this lease unless this
lease is made on an unheated basis and that fact is so indicated on the first page of this lease, in which case the provi-
sions of subsection (b) only hereof shall be applicable and form a part of this lease

(a) Lessor will supply hot and cold water to the Premises for the use of Lessee at all faucets and fixtures provi-
ded by Lessor therefor. Lessor will also supply heat, by means of the heating system and fixtures provided by Lessor, in
reasonable amounts and at reasonable hours, when necessary, from October 1 to April 30, or otherwise as required by
applicable municipal ordinance. Lessor shall not be liable or responsible to Lessee for failure to furnish water or heat
when such failure shall result from causes beyond Lessor's control, nor during periods when the water and heating
systems in the Building or any portion thereof are under repair.

(b) Lessor will supply cold water to the Premises for the use of Lessee at all faucets and fixtures provided by
Lessor therefor. Lessor shall not be liable or responsible to Lessee for failure to furnish water when such failure shall re-
sult from causes beyond Lessor's control, nor during periods when the water system in the Building or any portion there-
of is under repair. All water heating and all heating of the Premises shall be at the sole expense of Lessee. Any equip-
ment provided by Lessee therefor shall comply with applicable municipal ordinances.

12. Lessor shall not be liable for any loss or damage of or to any property placed in any store room or any stor-
age place in the Building, such store room or storage place being furnished gratuitously and not as part of the obliga-
tions of this lease.

13. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein
contained to be kept by the Lessee, Lessor may at any time thereafter at his election declare said term ended and reenter
the Premises or any part thereof, with or (to the extent permitted by law) without notice or process of law, and remove
Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears
of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all
personal property which Lessee now owns, or may hereafter acquire or have an interest in, which is by law subject to
such distraint, as security for payment of the rent herein reserved.

14. Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this lease
Lessor agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for
rent in any action.

15. It is further agreed, by the parties hereto, that after the service of notice or the commencement of a suit or
after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said
rent shall not waive or affect said notice, said suit, or said judgment.

~~16. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incur-
red by Lessor in enforcing the covenants and agreements of this lease.~~

17. The rights and remedies of Lessor under this lease are cumulative. The exercise or use of any one or more
thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by
law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.

18. In case the Premises shall be rendered untenable during the term of this lease by fire or other casualty,
Lessor at his option may terminate the lease or repair the Premises within 60 days thereafter. If Lessor elects to repair,
this lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have repaired
the Premises within said time, then at the end of such time the term hereby created shall terminate. If this lease is ter-
minated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or
other casualty.

19. This lease is subordinate to all mortgages which may now or hereafter affect the real property of which Pre-
mises form a part.

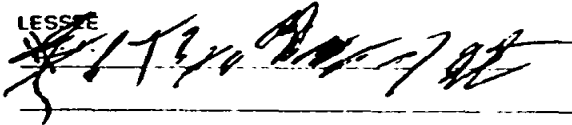
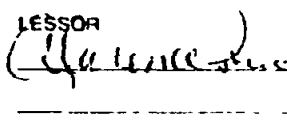
20. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors"
and "Lessees" in case more than one person constitutes either party to this lease; and all the covenants and agreements
herein contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and
assigns and be exercised by his or their attorney or agent.

21. Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid
under applicable law, but if any provision of this lease shall be prohibited by or invalid under applicable law, such pro-
vision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such
provision or the remaining provisions of this lease.

22. This lease is subject to a legal life estate in Jethro Barnett to
property at 1622 South Hamlin Avenue, Chicago, Illinois.

\$7155265

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

LESSEE  (seal) LESSOR  (seal)

_____ (seal) _____ (seal)

ASSIGNMENT BY LESSOR

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

_____ (seal)

GUARANTEE

On this _____, 19____, in consideration of Ten Dollars (\$10.00) and other good and valuable considera-
tion, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby

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THE SOUTH 1/2 OF LOT 160 AND THE NORTH 3/4 OF LOT 161 IN DOWNING'S SUBDIVISION OF LOTS 7 TO 14 INCLUSIVE, IN J. H. KEDZIE'S SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-23-303-032-0000

Commonly known as: 1622 South Hamlin Avenue, Chicago, Illinois 60623

This is certified as a true and correct copy of the Apartment Lease for property known as 1622 South Hamlin Avenue, Chicago, Illinois 60623, and dated March 2, 1995.

03/07/97

PIERCE & ROGUL, Attorneys at Law

By: 

ARTHUR R. PIERCE

0019 MCH	12:19
RECORDING #	25.00
MAIL #	0.50
PENALTY #	22.00
97155265 #	
0019 MCH	12:19

97155265

This Lease Agreement was prepared by:

ARTHUR R. PIERCE, ESQ.
PIERCE & ROGUL, ATTORNEYS AT LAW
4246 WEST 63RD STREET
CHICAGO, ILLINOIS 60629
(773)582-2400

25.50
27
\$ 475.00

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