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RESIDENCE LEASE

Doc#: 0619818042 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/17/2006 12:27 PM Pg: 1 of 5

Term of Lease: Nine Months
Beginning: November 1, 2005
Ending: July 31, 2006
Date of Lease: October 12, 2005
Monthly Rent: \$700.00
Security Deposit: \$700.00
Address of Premises: 6402 S. Aberdeen, Chicago, Illinois 60621

LESSEE

Name: Raymond Davis
Address.: 6533 S. Winchester
Chicago, Illinois 60636

LESSOR

Name: Lawson Brown, Jr.
Address: 2560 W. 83rd Street
Chicago, Illinois 60652

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 designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

1. RENT. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above designated "MONTHLY RENT", monthly in advance, until termination of this Lease, at Lessor's address or as Lessor may designate in writing. The first rent payment is due on or before November 1, 2005 and subsequent payments on the 1st day of each succeeding month.

2. CONDITION OF PREMISES. Lessee acknowledges that no representations as to the condition or repair of the Leased Premises have been made by the Lessor, or Lessor's agent, prior to or at the execution of this Lease, that are not herein expressed. The Parties acknowledge that Lessee accepts the property in "as is" condition.

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3. REPAIR. The Lessee covenants and agrees with Lessor to take good care of and keep in clean and healthy condition the Premises and their fixtures, and to commit or suffer no waste therein; that no changes or alterations of the Premises shall be made or partitions erected, nor walls papered without the consent in writing of Lessor; that Lessee will make all repairs required to the walls, windows, glass, ceilings, paint, plastering, plumbing work, pipes, and fixtures belonging to the Premises, whenever damage or injury to the same shall have resulted from misuse or neglect; and Lessee agrees to pay for any and all repairs that shall be necessary to put the Premises in the same condition as when he entered therein, reasonable wear and loss by fire excepted, and the expense of such repairs shall be paid by Lessee.

4. LIMITATION OF LIABILITY. Except as provided by Illinois statute, the Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, sewerage, or the bursting, leaking or running from any cistern, tank, washstand, water closet or waste pipe, in, above, upon or about the Premises, nor for damage occasioned by water, snow or ice, being upon or coming through the roof, skylight, trap door or otherwise, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

5. USE; SUBLET; ASSIGNMENT. 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 person, and will not sublet the same, or any part thereof, nor assign this Lease, without in each case the Lessor's written consent had, and will not permit any transfer, by operation of law, of the interest in the Premises acquired through this Lease; and will not permit Premises to be used for unlawful purpose or purposes that will injure the reputation of the same or of the neighborhood; will keep no dogs, cats or other animals or pets in or about the Premises; and will not permit any alteration of or upon any part of the Premises, nor allow any signs or placards posted or placed thereon, except by written consent of the Lessor; all alterations and additions to the Premises shall remain for the benefit of the Lessor unless otherwise provided in said consent.

6. RIGHT TO RELET. If Lessee shall abandon or vacate the Premises, the same shall be re-let by Lessor for such rent and upon such terms as Lessor may see fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized, after paying the expenses of such re-letting and collecting, to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency.

7. FLAMMABLES. Naphtha, benzene, benzole, gasoline, benzene-varnish, gunpowder, fireworks, nitroglycerine, phosphorus, saltpeter, nitrate of soda, camphene, spirit-gas, or any flammable fluid or oil, shall not be allowed or used on the Premises without the written permission of the Lessor.

8. UTILITIES. Lessee shall pay (in addition to the rent above specified), all utilities including gas, water, electricity and power bills, levied or charged on or in respect of the Premises, for and during the term of this Lease. In case said water taxes and gas, electricity and power bills shall not be paid when due, Lessor shall have the right to pay the same, which amount so paid, together with any sums paid by Lessor to keep the premises and their appurtenances in good condition as hereinbefore specified, shall be due and payable with the next installment of rent due thereafter under the Lease.

9. SIGNS. Lessor reserves the right to put up a "To Rent" sign sixty days prior to the expiration of this Lease and a "For Sale" sign at any time during the term of this Lease.

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10. **COMPLIANCE.** Lessee will in every respect comply with the ordinances of the municipality aforesaid, with the rules and orders of the health officers thereof, with the orders and requirements of the police department, with the requirements of any underwriters' association so as not to increase the rates of insurance upon the building and contents thereof, and with the rules and orders of the fire department in respect to any matters coming within their jurisdiction.
11. **DEFAULT BY LESSEE.** 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.
12. **RENT AFTER NOTICE OR SUIT.** After the service of notice, or the commencement of a suit, or after final judgment for possession of the Premises, the 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.
13. **FIRE AND CASUALTY.** In case the Premises shall be rendered untenable by fire or other casualty, Lessor may at his option terminate this Lease, or repair the Premises within thirty days, and failing so to do, or upon the destruction of the Premises by fire, the term hereby created shall cease and determine.
14. **PAYMENT OF COSTS.** Except as provided by Illinois law, the Lessee further covenants and agrees to pay and discharge all reasonable costs, attorneys' fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this Lease.
15. **PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" or "Lessees" in case more than one person constitutes either party to this Lease, and all such persons shall be jointly and severally liable hereon, 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.
16. **SEVERABILITY.** If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.
17. **REAL ESTATE TAXES AND INSURANCE.** Lessor shall pay all Real Estate Taxes and general liability insurance.
18. **NON-SUFFICIENT FUNDS.** Any NSF returned check will incur a \$25 penalty charge.

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

LESSEE:

Raymond Davis
Raymond Davis

LESSOR:

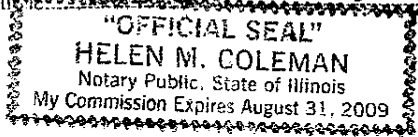
Lawson Brown, Jr.
Lawson Brown, Jr.

AND LESSEE HAS THE RIGHT TO PURCHASE
LEASED PROPERTY AT A PURCHASE PRICE OF \$180,000
PROVIDED LESSEE SHALL CLOSE ON THIS TRANSACTION
AFTER 90 DAYS AFTER THE EXPIRATION OF THIS LEASE
IF LESSEE DOES NOT CLOSE WITHIN 90 DAYS THE
RIGHT TO TERMINATE EXIST AND CONTRACT WILL
BE NULL + VOID

Subscribed and sworn to before me

this 14th day of Oct, 2005
at Chicago, County of Cook, State of Illinois.

Helen Coleman
Notary Public



20	20	209	046	7	1	34	1
AREA	SUB-AREA	BLOCK	PARCEL	CODE	WARRANT	ITEM	FIRST SUFFIX

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OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS
 PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

429 VOLUME [REDACTED]

AREA SUB-AREA BLOCK PARCEL TAX CODE 72082
 20-20-209-46 [REDACTED]
 SEC. TOWN LOT SUB-LOT LOT BLOCK
 20 38 14
 WEDDELL & COXS SUB W 1/2 NE 1/4
 E 89FT
 (47) 6
 (48)

AREA	SUB-AREA	BLOCK	PARCEL	CODE	WAR-RANT	ITEM	FIRST SUFFIX	SECOND SUFFIX	THIRD SUFFIX	CARD
0	0	0	0	0	0	0	0	0	0	0
46	47	48	49	50	51	52	53	54	55	56
57	58	59	60	61	62	63	64	65	66	67
68	69	70	71	72	73	74	75	76	77	78
79	80	1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9	9	9
46	47	48	49	50	51	52	53	54	55	56
57	58	59	60	61	62	63	64	65	66	67
68	69	70	71	72	73	74	75	76	77	78
79	80									

DIVISION
 1449
 209
 022
CODE CHANGE
 Block

Property of Cook County Clerk's Office