



Doc#: 0705757103 Fee: \$50.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/26/2007 10:26 AM Pg: 1 of 3

LEASE

Property of Cook County

The southerly $16\frac{2}{3}$ feet of Lot 47 and the
Northerly $16\frac{2}{3}$ feet of Lot 46 in Block 49 in
WASHINGTON HEIGHTS in the southeast $\frac{1}{4}$ of
section 18, Township 37 North, Range 14, East
of the Third Principal Meridian, in Cook
County, Illinois.

Cook County Clerk's Office

Prepare by Anthony Warren For Julian Rivera
1927 Concord St
Mc Henry IL 60050

NOT FURNISHED

CHICAGO APARTMENT LEASE
UNOFFICIAL COPY

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT*
	BEGINNING	ENDING		
MAR 24	Apr 1 2006	Apr 1, 2008	\$2000	10K

ADDITIONAL CHARGES AND FEES				
Late Charge \$	Returned Check Charge \$	Reletting Charge \$	Parking Fee \$	Laundry Room Fee \$
Social Security No.	Storage Fee \$			

*IF NONE, WRITE "NONE." Paragraph 5 of Lease Agreements and Covenants then INAPPLICABLE.

(Owner or agent authorized to manage the Apartment and to act for or on behalf of the Owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands).

TENANT
 TENANT • 5 N 1/2 Thomas - Bottle
 APARTMENT •
 BUILDING • 10949 S. Esmond St
 CITY • CHGO IL 60643

LESSOR
 NAME • Mgt Investments
 ADDRESS •
 CITY •
 PHONE • (708) 922-3391

In consideration of the mutual agreements and covenants set forth below and on the reverse side hereof (the same being fully included as part of this Lease) Lessor hereby leases to Tenant and Tenant hereby leases from Lessor for use in accordance with paragraph 8 hereof, the Apartment designated above, together with the fixtures and accessories belonging thereto, for the above Term. All parties listed above as Lessor and Tenant are herein referred to individually and collectively as Lessor and Tenant respectively.

5-12-100 Building Code Violations

Tenant is hereby notified that, during the 12 month period prior to the date of execution of this lease, the following code violations have been cited for the Apartment and/or of the Building and the following notices have been received from the City of Chicago or any utility provider regarding termination of utility services (if none write "none"; if enforcement litigation is pending, also state the case number):

Early Move in - 26-31st 7 PAYS - to modify
 - OK -
 Appt \$9000
 Contract becomes final when 10K deposit is
 paid otherwise Appt returned within 7 PAYS

ADDITIONAL AGREEMENTS AND COVENANTS (including DECORATING AND REPAIRS), if any.

HEATING COST DISCLOSURE (for Tenant Heated Apartments)

(For all properties to which the Heating Cost Disclosure Ordinance (Chicago, IL Municipal Code CH. 193.21) is applicable). Effective 1/1/88.

- The cost of heating the Apartment shall be the responsibility of Tenant.
- Tenant acknowledges that Tenant was provided with heating cost information prior to any written or verbal agreement to enter into this lease and prior to any exchange of money.
The projected average monthly cost of heat utility service (based on energy consumption during the most recent Annual Period by continuous occupancy by one or more occupants, current or estimated rates and normal weather) for the Apartment is \$ _____.
- A copy of the Heating Cost Disclosure Form as required by the City of Chicago Department of Consumer Services is attached to this lease.
- By execution of this Lease, Tenant confirms and acknowledges that Tenant has received the Heating Cost Disclosure Form.

TENANTS

SIGNATURES

LESSOR(S)

Shirley Ann Butler (SEAL)
Robert Thomas (SEAL)

[Signature] (SEAL)
Anthony [Signature] (SEAL)
 (312) 259-5257

LEASE AGREEMENTS AND COVENANTS

- RENT:** Tenant shall pay to Lessor at the above address (or such other address as Lessor may designate in writing) the monthly rent set forth above on or before the first day of each month in advance. The time of each and every payment of rent is of the essence of this Lease. To cover Lessor's added costs for late payments, the monthly rent set forth above shall be increased by the amount set forth above as "Late Charge" if paid after the 5th of the month. To cover Lessor's added costs for processing of checks that are dishonored or are returned due to insufficient funds in the account, the monthly rent shall be increased by the amount set forth above as "Returned Check Charge." Rent mailed in shall be deemed paid on date of receipt by Lessor.
- POSSESSION:** At the commencement of this Lease, Lessor shall deliver possession of the apartment to Tenant. Possession shall be deemed to have been delivered to Tenant on the day that Lessor either (A) actually delivers to Tenant keys to the Apartment or (B) makes available to Tenant at the office of the Building or at such other place as designated by Lessor keys to the Apartment. If Lessor cannot deliver possession of the Apartment to Tenant on the date set for commencement of the Term, this Lease shall remain in full force and effect with rent abated until such time as the Apartment is available for Tenant's occupancy, unless Tenant elects to maintain an action for possession of the Apartment, or, upon written notice to Lessor, elects to terminate this Lease.
- APPLICATION:** The application for this Lease and all representations and promises contained therein are hereby made a part of this Lease. Tenant warrants that the information given by Tenant in the application is true. If such information is false, Lessor may at Lessor's option terminate this Lease by giving Tenant not less than 10 days prior written notice, which shall be Lessor's sole remedy.
- PROMISES OF THE PARTIES:** The terms and conditions contained herein shall be conclusively deemed the agreement between Tenant and Lessor and no modification, waiver or amendment of this Lease or any of its terms, conditions or covenants shall be binding upon the parties unless made in writing and signed by the party sought to be bound.
- SECURITY DEPOSIT:** Tenant has deposited with Lessor the Security Deposit in the amount set forth above for the performance of each and every covenant and agreement to be performed by Tenant under this Lease. Lessor shall have the right, but not the obligation, to apply the Security Deposit in whole or in part as payment of such amounts as are covenants or agreements contained herein. Lessor's right to possession of the Apartment for non-payment of rent or any other reason shall not be affected by the fact that Lessor holds security. Tenant's liability is not limited to the amount of the Security Deposit.
Lessor shall give Tenant written notice of the application of the Security Deposit or any part thereof within thirty (30) days of said application. If the application is no account of maintenance, repairs or replacements necessitated by Tenant, said notice shall include the estimated or actual cost of the same, attaching estimates or paid receipts. Upon receipt of said notice, Tenant shall at once pay to Lessor an amount sufficient to cover the Security Deposit in full. Upon termination of this Lease, full payment of all amounts due and performance of all Tenant's covenants and agreements (including surrender of the Apartment in accordance with paragraph 15), the Security Deposit or any portion thereof remaining unapplied shall be returned to Tenant in accordance with applicable law.
The Security Deposit shall not be deemed, construed or allocated by Tenant as payment of rent for any month of the lease term.
- LESSOR TO MAINTAIN:**
 - Tenant hereby declares that Tenant has inspected the Apartment, the Building and all related areas and grounds and that Tenant is satisfied with the physical condition thereof. Tenant agrees that no representations, warranties (expressed or implied) or covenants with respect to the condition, maintenance or improvements of the Apartment, Building, or other areas have been made to Tenant except (1) those contained in this Lease, the application, or otherwise in writing signed by Lessor and (2) those provided under applicable law.
 - Lessor agrees that Lessor will perform work set forth in this Lease within a reasonable time not to exceed 30 days from the commencement of the Term hereof.
 - Lessor covenants that at all times during the Term hereof, Lessor shall maintain the Apartment and the Building to the following minimum standards:
 - Effective weather protection, including unbroken windows and doors;
 - Plumbing facilities in good working order;
 - A water supply which either under the control of Tenant is capable of producing hot and cold running water, or under the control of Lessor produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewerage system;
 - Heating (and, if furnished, air conditioning and ventilation) facilities in good working order which, if under the control of Tenant, are capable of producing, or, if under the control of Lessor, produce heat (and, if furnished, air conditioning and ventilation) in fixtures provided (and no other) within reasonable accepted tolerances and during reasonable hours. (In the case of heat, minimum tolerances shall be those established by municipal code); and appropriate gas piping and electrical wiring system to the extent existing in the Building maintained in good working order and safe condition;
 - Gas and/or electrical appliances which are supplied by Lessor in good working order, and appropriate gas piping and electrical wiring system to the extent existing in the Building maintained in good working order and safe condition;
 - Building, grounds and areas under the control of Lessor in clean, sanitary and safe condition free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;
 - Adequate and appropriate receptacles for garbage and rubbish, and, if under the control of Lessor, in clean condition and good repair;
 - Floors, stairways, and railings and common areas in good repair;
 - Apartment floors, walls and ceilings in good repair and safe condition; and
 - Elevators (if existing) in good repair and safe condition.

D. It is, however understood and agreed that buildings are physical structures subject to aging, wear, tear, abuse, inherent defects, and numerous forces causing disrepair or breakdown beyond Lessor's reasonable control, and that components and skilled workmen are not always immediately available. Lessor's course of operation are fixed and unavoidable and to permit rent abatement or damages to Tenant would create an intolerable burden on Lessor, other tenants and surrounding neighborhood. It is, therefore, understood and agreed that breakdowns of equipment or disrepair caused by (1) conditions caused by Tenant, members of Tenant's household, guests or other persons on the premises with Tenant's consent; (2) Tenant's unreasonable refusal of or other interference with entry of Lessor or Lessor's workmen or contractors into the Apartment or Building for purposes of correcting defective conditions; (3) lack of reasonable opportunity for Lessor to correct defective conditions; (4) conditions beyond Lessor's reasonable control, including strikes or lockouts; or (5) Lessor's not having actual knowledge of such defective conditions may be asserted by Lessor as a defense in any action against Lessor for breach of covenant based upon the duties of Lessor to maintain the Apartment or Building.

UNOFFICIAL COPY

7. **UTILITIES.** Unless otherwise specified, the responsibility for the payment of the utility bills shall be the responsibility of the Tenant. The Tenant shall be responsible for the payment of the utility bills for the portion of the premises occupied by the Tenant. The Tenant shall be responsible for the payment of the utility bills for the portion of the premises occupied by the Tenant. The Tenant shall be responsible for the payment of the utility bills for the portion of the premises occupied by the Tenant.

8. **TENANT'S USE OF APARTMENT.** The Apartment shall be used only for the purposes intended by the Lessor. The Tenant shall not use the Apartment for any illegal or unlawful purpose. The Tenant shall not use the Apartment for any purpose that is prohibited by law, ordinance, or regulation. The Tenant shall not use the Apartment for any purpose that is prohibited by law, ordinance, or regulation.

9. **TENANT'S UPKEEP.** The Tenant shall be responsible for the maintenance and repair of the Apartment. The Tenant shall be responsible for the maintenance and repair of the Apartment. The Tenant shall be responsible for the maintenance and repair of the Apartment.

10. **ALTERATIONS, ADDITIONS, FIXTURES, APPLIANCES, PERSONAL PROPERTY.** The Tenant shall not make any alterations, additions, fixtures, appliances, or personal property to the Apartment without the prior written consent of the Lessor. The Tenant shall not make any alterations, additions, fixtures, appliances, or personal property to the Apartment without the prior written consent of the Lessor.

11. **ACCESS.** At Lessor's discretion, Lessor shall have access to the Apartment for the purpose of inspecting, repairing, or maintaining the Apartment. Lessor shall have access to the Apartment for the purpose of inspecting, repairing, or maintaining the Apartment.

12. **SUBLETTING AND RELETTING.** The Tenant shall not sublet or relet the Apartment without the prior written consent of the Lessor. The Tenant shall not sublet or relet the Apartment without the prior written consent of the Lessor.

13. **ABANDONMENT.** The Apartment shall be deemed abandoned if the Tenant fails to pay rent for a period of 30 days. The Apartment shall be deemed abandoned if the Tenant fails to pay rent for a period of 30 days.

14. **FIRE AND CASUALTY.** If the Apartment is damaged or destroyed by fire or casualty, the Tenant shall be responsible for the cost of repair or replacement. The Tenant shall be responsible for the cost of repair or replacement.

15. **TERMINATION AND RETURN OF POSSESSION.** The Tenant shall vacate the Apartment upon termination of the Lease. The Tenant shall vacate the Apartment upon termination of the Lease.

16. **EMINENT DOMAIN (CONDEMNATION).** If the whole or any part of the Building is taken or condemned by any competent authority for any public use or purpose, the Tenant shall be responsible for the cost of relocation. The Tenant shall be responsible for the cost of relocation.

17. **LESSOR'S MORTGAGE.** This Lease is not to be recorded and is and shall, hereinafter, be deemed to be subordinate to any present or future mortgages on the real estate (or any part of it) upon which the Building is situated and to all advances on such mortgages.

18. **LEASE BINDING ON HEIRS, ETC.** All the covenants and agreements of this Lease shall be binding and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor.

19. **REPAIRS AND MAINTENANCE.** The Tenant shall be responsible for the maintenance and repair of the Apartment. The Tenant shall be responsible for the maintenance and repair of the Apartment. The Tenant shall be responsible for the maintenance and repair of the Apartment.

20. **RULES AND REGULATIONS.** The Tenant shall be bound by the rules and regulations of the Lessor. The Tenant shall be bound by the rules and regulations of the Lessor. The Tenant shall be bound by the rules and regulations of the Lessor.

21. **RESIDENT TO INSURE POSSESSIONS / LIMITATIONS OF LANDLORD LIABILITY.** The Tenant shall be responsible for the insurance of the Tenant's possessions. The Tenant shall be responsible for the insurance of the Tenant's possessions. The Tenant shall be responsible for the insurance of the Tenant's possessions.

22. **REMEDIES CUMULATIVE, NON-WAIVER.** The remedies provided herein shall be cumulative and non-waivable. The remedies provided herein shall be cumulative and non-waivable. The remedies provided herein shall be cumulative and non-waivable.

23. **TENANT'S WAIVER.** The Tenant waives the right to sue the Lessor for any breach of the Lease. The Tenant waives the right to sue the Lessor for any breach of the Lease. The Tenant waives the right to sue the Lessor for any breach of the Lease.

24. **LESSOR'S REMEDIES.** The Lessor shall have the right to take any action necessary to enforce the Lease. The Lessor shall have the right to take any action necessary to enforce the Lease. The Lessor shall have the right to take any action necessary to enforce the Lease.

25. **RECEIPT OF REQUIRED DOCUMENTS.** The Tenant shall provide the Lessor with the required documents. The Tenant shall provide the Lessor with the required documents. The Tenant shall provide the Lessor with the required documents.

26. **OTHER AGREEMENTS.** The Tenant shall be bound by all other agreements entered into by the Tenant. The Tenant shall be bound by all other agreements entered into by the Tenant. The Tenant shall be bound by all other agreements entered into by the Tenant.

RULES AND REGULATIONS

- These rules are for the mutual benefit of all tenants. Please cooperate. Violations may cause termination of your Lease.
- No pets or animals without written consent of Lessor or Lessor's agent (which may be revoked on 10 day notice at any time). No animals without leash in any public area of the Building.
 - Passages, public halls, stairways, landings, porches, balconies, terraces, elevators and elevator vestibules shall not be used for play or for any other purpose than the intended use of the Building or apartments, nor shall any person be permitted to congregate or play in or around the common interior areas of the Building. All personal possessions must be kept in the Apartment or in other storage areas if provided.
 - All furniture, supplies, goods and packages of every kind shall be delivered through the rear or service entrance, stairway or elevator.
 - Carriages, velocipedes, bicycles, sleds and the like shall not be allowed in the lobbies, public halls, passageways, courts or elevators of the Building and are to be stored only in places designated for storage by Lessor.
 - Laundry and drying apparatus shall be used in such a manner and at such times as Lessor may clearly post in such area. Clothes washers and dryers, and dishwashers, unless installed by Lessor, cannot be kept in the Apartment.
 - The use of garbage receptacles or incinerators shall be in accordance with posted signs and only garbage and refuse wrapped in small, tight parcels, may be placed in garbage receptacles or incinerator hoppers. Aerosol cans or inflammable materials shall be placed in garbage receptacles or dropped into the incinerator only if so posted. They are highly explosive.
 - No sign, signal, illumination, advertisement, notice or any other lettering, or equipment shall be exhibited, inscribed, painted, affixed or exposed on or at any window or on any part of the outside or inside of Apartment or Building without prior written consent of Lessor.
 - No awnings or other projections including television or radio antennas or wiring shall be attached to or extend beyond the outside walls of the Building.
 - Tenant shall not alter any lock or install a new lock or a knocker or other attachment on any door of the Apartment without the written consent of Lessor, except as provided under applicable law in which case Tenant shall provide Lessor with the key to any new lock.
 - No waste receptacles, supplies, footwear, umbrellas, or other articles shall be placed in the hall, on the staircase landings, nor shall anything be hung or shaken from the windows or balconies or placed upon the outside window sills.
 - No noise, music or other sounds shall be permitted at any time in such manner as to disturb or annoy other occupants of the Building.
 - The water closet, basin and other plumbing fixtures shall not be used for any purpose other than those for which they were designed; no sweepings, rubbish, or any other improper articles shall be thrown into them. Any damage resulting from misuse of such facilities shall be paid for by Tenant.
 - There shall be no cooking or baking done in or about the apartment except in the kitchen. Cooking on barbecue or other similar equipment on a porch, terrace, or balcony is expressly forbidden.
 - If Lessor provides television master antenna hookup, only Lessor's authorized agent shall install Tenant's television set to master antenna and Tenant agrees to pay installation cost and annual maintenance fee. Tenant shall permit access to disconnect hookup for nonpayment. Tenant agrees to pay \$50.00 liquidated damage to Lessor's authorized agent for each illegal hookup in Tenant's Apartment.
 - No furniture filled with a liquid or semi-liquid shall be brought in or used in the Apartment.
 - Except as otherwise required by applicable law, Lessor shall have no obligation to cause or allow cable television service to be installed in the Building or the Apartment. In the event that cable television service is provided in the Building or Apartment, Tenant understands and agrees that (a) Lessor cannot and shall not be liable to Tenant for any damage suffered by or to the person or property of Tenant due to improper or inadequate cable television installation, reception, or use; and (b) Tenant shall provide access to the Apartment at all reasonable hours to allow the installation, repair or maintenance of the cable television equipment in the Building or the Apartment.

Guarantee

On this _____ day of _____, 20____, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Tenant. Tenant's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

(SEAL)

(SEAL)