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Cook County Recorder of Deeds
Date: 05/30/2012 11:30 AM Pg: 1 of 9

THIS INSTRUMENT WAS PREPARED BY

John P. Smith

6440 West Raven, # 2

Chicago, IL 60631

Property of Cook County Clerk's Office

Residential Lease Agreement

Dated January 11, 2012

Floor 2

LOT ~~2~~³ IN CRIPE AND RICE'S RESUBDIVISION OF LOTS 11 TO 17 BOTH INCLUSIVE IN BLOCK 2 IN MC COLLAM AND KRUGGEL'S 2ND NORWOOD PARK ADDITION IN THE NORTH EAST ¼ OF THE NORTH EAST ¼ SECTION 6, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE 3RD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS. C/K/A/ 6440 W. RAVEN, CHICAGO, IL 60631

PIN: 13-06-213-035-0000

e 2 UNOFFICIAL COPY 631-8702

ATT: DIANA B

Chicago Residential Rental Agreement or Lease

Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between BRIAN BURKE ("Tenant") and _____ ("Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at 6440 WEST RAVEN (2nd FLOOR), CHICAGO, IL 60631, ("the Premises"), together with the following furnishings and appliances:

_____ Rental of the Premises also includes

HALF OF 2 CAR GARAGE.

Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and the following minor children:

NONE.

Occupancy by guests for more than SEVEN (7) DAYS is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy: Lease

The term of the rental will begin on JANUARY 15, 2012, and end on JULY 15, 2012. BB

If Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term, subject to offset if Landlord, using reasonable efforts as required by law, has re-rented the Premises.

Clause 5. Payment of Rent

Regular monthly rent.

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Tenant will pay to Landlord a monthly rent of \$1050.00, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid to

_____ at _____ or at such other place as Landlord designates.

Delivery of payment.

Rent may be paid:

by mail, to _____

in person, at _____, on _____,

between the hours of _____.

Form of payment.

Landlord will accept payment in these forms:

personal check made payable to _____

cashier's check made payable to _____

credit card

money order

cash

Prorated first month's rent.

For the period from Tenant's move-in date JANUARY ¹⁵~~14~~, 2012, through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$304.84. This amount will be paid on or before the date the Tenant moves in. ^{525.00}

Clause 6. Late Charges

If Tenant fails to pay the rent in full before the end of the FIFTH (5th) day after it's due, Tenant will pay Landlord a late charge of \$37.50. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Clause 7. Returned Check and Other Bank Charges

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If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$35.00.

Clause 8. Security Deposit

On signing this Agreement, Tenant will pay to Landlord the sum of \$1,300.00 as a security deposit. Landlord will deposit this sum in a federally insured, interest-bearing account within the State. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement.

Interest, leases that last for six months or more

Landlord will pay interest on Tenant's security deposit within 30 days after the end of each 12-month rental period, by cash or credit applied to the rent due.

Deposit, return

Landlord may deduct from the deposit any unpaid rent and any sums necessary to remedy damage beyond wear and tear.

³⁵₁₇ *No deductions, or deduction for unpaid rent only.* Within 45 days after Tenant has vacated the Premises, Landlord will return either the entire security deposit to Tenant; or the balance of the deposit.

³⁵₁₇ *Deductions needed to repair damage.* Within 30 days after Tenant has vacated the Premises, Landlord will give Tenant an itemized statement of damages and estimated or actual costs for repairs or replacements, with receipts. If estimated costs are given, Landlord will furnish paid receipts (or a certification of actual costs to Landlord when Landlord itself does the work) within the next 30 days. Landlord will return the balance of the deposit to Tenant within 45 days after Tenant has vacated the premises.

Clause 9. Utilities

Tenant will pay all utility charges, except for the following, which will be paid by Landlord: water.

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Individually metered units heated primarily by natural gas or electricity
 Tenant is responsible to the _____ utility company for the costs of heating. The projected average monthly cost of utility service is _____ (see the **Receipt for Average Monthly Cost of Heat**, attached).

Clause 10. Assignment and Subletting

Tenant will not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Landlord agrees that consent will not be unreasonably withheld.

Clause 11. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the Premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the Premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the Premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord/Tenant Checklist.

Clause 12. Repairs and Alterations by Tenant

- a. Except as provided by law, or as authorized below, or by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

Clause 13. Violating Laws and Causing Disturbances

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Tenant is entitled to quiet enjoyment of the Premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 14. Pets

Tenant is allowed to keep two (2) dogs on the premises, Ringo and Spike, both of whom weigh under twenty (20) pounds each.

Clause 15. Landlord's Right to Access

Landlord or Landlord's agents may enter the Premises in the event of an emergency; to make repairs or improvements; to conduct inspections authorized or required by any government agency; to show the Premises to prospective or actual buyers, mortgagees, workmen, or contractors; for practical necessity, where repairs or maintenance elsewhere in the building unexpectedly require such access; to show the Premises to prospective tenants 30 days or less before the expiration of the Agreement; or to determine Tenant's compliance with provisions in this Agreement. Except in cases of emergency or when maintenance elsewhere in the building requires access, Landlord will give Tenant no less than two days' notice before entering. Landlord will enter only at reasonable times except in case of an emergency. An entry between 8:00 a.m. and 8:00 p.m. or at any other time expressly requested by Tenant is presumed reasonable.

Clause 16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the Premises for FOURTEEN (14) or more consecutive days. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 17. Possession of the Premises

a. Tenant's failure to take possession.

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If, after signing this Agreement, Tenant fails to take possession of the Premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. Landlord's failure to deliver possession.

If Landlord is unable to deliver possession of the Premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the Premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Clause 18. Tenant Rules and Regulations

Tenant acknowledges receipt of, and has read a copy of, tenant rules and regulations, which are labeled Attachment A and attached to and incorporated into this Agreement by this reference.

Clause 19. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Rent concessions _____

Code violations _____

Intended utility terminations _____

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Clause 20. Authority to Receive Legal Papers

The Landlord, any person managing the Premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

The Landlord, at the following address: _____

The manager, at the following address: _____

The following person at the following address: _____

Clause 21. Additional Provisions

Additional provisions are as follows:

NON-RENEWAL OF LEASE - NOTICE: Tenant agrees to give Landlord 60 days advance notice of non-renewal of lease whereby if Tenant does not notify Landlord of non-renewal of lease before May 25, 2012, the lease will automatically renew for another six months and end on January 23, 2013.

Clause 22. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 23. Grounds for Termination of Tenancy

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

Clause 24. Entire Agreement and Attachments

This document and any attachments listed below constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

The following documents are attached to and are a part of this Agreement:

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- "City of Chicago Residential Landlord and Tenant Ordinance Summary"
- "City of Chicago Residential Landlord and Tenant Ordinance: Rate of Interest on Security Deposits"
- "Receipt for Security Deposit"
- "Receipt for Average Monthly Cost of Heat"
- Federal "Disclosure of Information on Lead-Based Paint and/or Lead-Based Hazards"
- Federal booklet, "Protect Your Family From Lead in Your Home"

1-11-12 ANNA DUDZIK
 Date Landlord or Landlord's Agent Title (owner or manager)

2246 N. WESTBROOK
 Street Address

PARK RIDGE IL 60082
 City, State, & Zip Phone

ANNA.DUDZIK@gmail.com 847 699-1282 Home
 Email Cell phone 846 980-9700

1-11-12 Brian Burke (310)944-8286
 Date Tenant Phone & email