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LEASE AGREEMENT

Doc#: 1307450051 Fee: \$56.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/15/2013 03:01 PM Pg: 1 of 10

Tenant: ALAN ANDREWS
1800 Rand Rd.
Des Plaines, IL 60016

Lessor: FOREST HEALTH SYSTEM, INC. of IL
P.O. Box 2950
Des Plaines, IL 60017

Date of Lease: April 01, 2012

Description: Unfurnished 5 bedroom house with 2 baths, living room, dining room, kitchen, enclosed but unheated back porch, and unfinished basement.

Location: 1800 Rand Rd., Des Plaines, IL 60016

Term of Lease: Four (4) years from 01 April 2012 to 31 March 2016

Monthly Rent: \$1,100 (Eleven Hundred U.S. Dollars) from April 2012 thru March 2013;
\$1,200 (Twelve Hundred U.S. Dollars) from April 2013 thru March 2014;
\$1,300 (Thirteen Hundred U.S. Dollars) from April 2014 thru March 2015; and
\$1,300 (Thirteen Hundred U.S. Dollars) from April 2015 thru March 2016.

Due at Signing: Rent of \$1,100 for April 2012, plus \$1,100 applicable only for the last month of the lease, plus \$550 as security deposit.

Late Payment: \$10 per day as additional charge

Returned Check: \$50 per incident as additional charge

Exclusions: This lease does not include the fenced garage at the back of the premises.

Restrictions: No pets allowed;
No waterbeds;
No parking on or along shared driveway nor inside of fenced garage; parking only in front of the house.

Utilities: Electric, gas, water and sewage, and garbage disposal are for Tenant's sole and each shall be secured in/transferred to Tenant's name within thirty (3) calendar days from the start date of this lease. Telephone, internet, or cable connections are for the sole account and responsibility of Tenant.

Appliances/Fixtures: Central HVAC system (newly installed);
Water heater (newly installed);
Refrigerator, replaceable by Tenant at his sole expense;
Stove, replaceable by Tenant at his sole expense; and
Dish washer, replaceable by Tenant at his sole expense.

In consideration of the mutual covenants herein set forth, Lessor hereby leases to Tenant and Tenant hereby leases from Lessor the property described at the location indicated above, including the appliances and fixtures as listed, for the specified period:

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1. Rental Payment

Tenant shall pay to Lessor at the above address (or at such other address as Lessor may designate in writing) the monthly rent on or before the 1st day of each month in advance in one (1) check only. Tenant's covenant to pay rent is and shall be independent of each and every other covenant of this lease.

To cover Lessor's added costs for late payments, the monthly rent shall be increased by the amount set forth above as "Late Payment" additional charge if paid after the 1st day 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 Tenant's account. The monthly rent shall be increased by the amount set forth above as "Returned Check" additional charge.

Rent mailed shall be deemed paid on date of receipt by Lessor.

2. Security Deposit

Tenant has deposited with Lessor the Security Deposit in the amount set forth above for the performance of each and every covenanted agreement to be performed by Tenant under this lease.

The Security Deposit shall not be deemed, construed, or allocated by Tenant as payment of rent for any month covered under this lease.

Lessor shall have the right, but not the obligation, to apply the Security Deposit in whole or in part as payment for such amounts as covenanted or herein agreed upon by Tenant. Lessor shall give Tenant written notice of the application of the Security Deposit or any portion thereof within thirty (30) days of such application.

If the application is on account of maintenance, repair, or replacement necessitated by Tenant, said notice shall include the estimated or actual of the same, attaching said estimate or paid amount. Upon receipt of said notice, Tenant shall at once pay to Lessor an amount sufficient to restore the Security Deposit in full.

Upon termination of this lease, on the condition that Tenant has paid in full all amounts due and has performed all the covenants and agreements under this lease, including the surrender of the leased premises, the Security Deposit or any portion thereof remaining unapplied shall be returned to Tenant in accordance with applicable law.

Lessor's right of possession of the leased premises for non-payment of rent or for any other reason shall not be affected by the fact that Lessor holds the Security Deposit. Tenant's liability is not limited to the amount of the Security Deposit.

3. Possession

At the commencement of this lease, Lessor shall deliver possession of the premises to Tenant.

Possession shall be deemed to have been delivered to Tenant on the day that the Lessor either actually delivers to Tenant a key to the premises or makes available to Tenant at the Lessor's current office or at such other place designated by Lessor the key to the premises. If Lessor cannot deliver possession on the date set for the commencement of the term of this lease, this lease shall remain in full force and effect with rent abated until such time as the premises become available for Tenant's occupancy, which shall be Tenant's sole remedy.

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4. Representations and Promises of Parties

The application for this lease and all representations therein are hereby made a part of this lease. Tenant warrants that the information provided by Tenant in the application process is true. If such information is false, Lessor may at Lessor's option terminate this lease by giving Tenant not less than ten (10) days prior written notice, which shall be Lessor's sole remedy.

5. Entire Agreement

The terms and conditions contained herein are conclusively deemed the entire 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 parties sought to be bound.

6. Use and Occupancy

The leased premises shall be used solely for residential purposes by Tenant, and by Tenant's spouse and any children born or legally adopted by Tenant or Tenant's spouse during the term of this lease.

7. Lessor's Maintenance Obligations

Tenant hereby declares that Tenant has inspected the premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof. Tenant agrees that no representations, warranties (express or implied), covenants with respect to the condition, maintenance, or improvements of the premises or other areas have been made to Tenant except those contained in this lease, the application, or otherwise in writing signed by the Lessor and those provided under applicable law.

Lessor covenants that, at all times during the term of this lease, Lessor shall maintain the premises to the following minimum standards:

- A. Effective weather protection, including unbroken windows and doors. In this regard, the Lessor warrants that the roofing of the premises is new and has passed inspection by the City's code enforcement.
- B. Plumbing facilities in good working order.
- C. A water supply which is capable of producing hot and cold running water, furnished with appropriate fixtures and connected to the sewerage system.
- D. Heating, ventilation, and air conditioning facilities in good working order which are capable of producing heat, ventilation, and air conditioning within reasonable accepted tolerances and during reasonable hours. In the case of heating, minimum tolerances shall be those established by the City's municipal code. In this regard, that Lessor warrants that the HVAC system in the premises is newly installed.
- E. Appropriate gas piping and electrical wiring system, to the extent existing in the premises, maintained in good working order and safe condition.
- F. The floors, walls, and ceiling in good repair and condition.

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.

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Lessor's costs of operation are fixed and unavoidable and to permit rent abatement or damages to Tenant would create an intolerable burden on Lessor. It is, therefore, understood and agreed that breakdowns or equipment or disrepair caused by Tenant, members of Tenant's household, guests or other persons on the premises with Tenant's consent, or by Tenant's unreasonable refusal of or other interference with entry of Lessor or Lessor's workmen or contractors into the premises for purposes of correcting defective conditions, or by the lack of reasonable opportunity for Lessor to correct defective conditions, or by conditions beyond Lessor's reasonable control, including strikes or lockouts; or by 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 premises.

8. Tenant's Upkeep of Premises

Tenant covenants to perform the following obligations during the term of this lease:

- A. Maintain the premises and appurtenances in a clean, sanitary, and safe condition.
- B. Dispose of all rubbish, garbage, and other waste in a clean, sanitary, and timely manner into the receptacles separately provided for waste and recyclables, respectively.
- C. Properly use and operate all appliances, electrical, gas, and plumbing fixtures.
- D. Not to place in the premises any furniture, plants, animals, or any other things which harbor insects, rodents, or other pests.
- E. Keep out of the premises materials which cause a fire hazard or safety hazard and comply reasonable requirements of Lessor's insurance carrier.
- F. Not to destroy, deface, damage, impair, nor remove any part of the premises or its facilities, appliances, equipment and appurtenances.
- G. Prevent any person in the premises with Tenant's permission from violating any of the Tenant's obligations.
- H. Maintain smoke detectors in the premises in accordance with law. In this regard, the Lessor has installed three (3) units of new combined smoke/CO2 detectors each in the basement, in the 1st floor, and in the 2nd floor of the house.

Tenant shall not suffer or commit any waste in or About the premises and shall, at Tenant's expense, keep the premises in good order and repair (except to the extent Lessor has in this lease agreed to do so).

On termination of this lease, Tenant shall return the premises to Lessor in like condition reasonable wear excepted.

9. Alterations, Additions, Fixtures, Appliances, Personal Property

Tenant shall make no alterations or additions, including painting or wallpapering, nor install, attach, connect, or maintain in the premises or any part thereof, interior or exterior, major appliances or devices of any kind without in each and every case the written consent of Lessor and then, if granted, only upon the terms and conditions specified in such written consent.

10. Subletting, Reletting, Transfer of Rights, Assignment

Tenant shall not sublease or relet the leased premises or any part thereof nor assign this lease. Tenant shall not permit, by any act of default of himself or any other person, any transfer or

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assignment of Tenant's rights or interest by operation of law nor offer the premises or any part thereof for lease or sublease. Nothing herein contained in this lease shall be construed as relieving Tenant of Tenant's obligations under this lease of applicable law.

11. Access

At Lessor's discretion, Lessor shall be provided with and may retain and use any keys necessary for access to the premises.

Lessor reserves the right in accordance herewith to enter the premises in order to inspect the same, make necessary or agreed repairs, alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual purchasers, mortgagees, workmen, contractors, or to prospective tenants (within 60 days or less prior to the expiration of this lease), or as is otherwise necessary in the operation and/or protection of the premises, its components or the persons therein.

In the event repairs or maintenance elsewhere in the premises unexpectedly require access and in any case of apparent or actual emergency, Lessor may enter the premises at any time without notice, except that Lessor shall give Tenant notice within two days after such entry.

In all other cases, entry by Lessor shall be in accordance with agreement with Tenant or, if same is impractical or refused after two days notice, at reasonable times. Entry between 8:00 a.m. and 8:00 p.m. or at any time expressly requested by Tenant shall be presumed reasonable. Notice for the purpose hereof may be by regular mail, telephone, personal delivery. Or other means designed in good faith to provide notice to Tenant.

12. Insurance of Leased Premises, Tenant's Private Property, Limitations of Lessor's Liability

The leased premises is fully covered by property insurance for the sole benefit of Lessor. Lessor is not an insurer of Tenant's person or possessions.

Tenant agrees that all of Tenant's person and property in the leased premises shall be at the risk of Tenant only and that Tenant shall carry such insurance as Tenant deems necessary therefor.

Tenant further agrees that, except as provided under applicable law and except for instances of negligence or willful misconduct of Lessor, its agents or employees, Lessor, its agents and employees shall not be liable for any damage to the person or property of Tenant or of any other person occupying or visiting the leased premises sustained due to the leased premises or any part or appurtenances thereof becoming out of repair (as example and not by way of limitation), due to damage caused by water, snow, ice, frost, steam, fire, sewerage, sewer gas or odors; heating, cooling, and ventilating equipment, bursting or leaking pipes, faucets, and plumbing fixtures; mechanical breakdown or failure; electrical failure; the misuse or non-operation of observation cameras or devices (if any), master or central television equipment and antennas (if any), cable television equipment (if any) or mailboxes; or due to the happening of any accident in or about the leased premises or due to any act or neglect of Tenant or any other occupant of the leased premises. Further, except as provided under applicable law, Lessor shall not be liable to Tenant for any damage to the person or property of Tenant sustained due to, arising out of, or caused by, the acts or omissions of any third party whether or not such third party is a tenant or occupant of the leased premises.

13. Pre-termination of Lease

- A. Abandonment. The leased premises shall be deemed abandoned when an actual notice has been provided to Lessor by Tenant indicating Tenant's intention not to return to the leased premises or Tenant has been absent from the leased premises for twenty-one (21) days and has removed Tenant's personal property from the lease premises and rent

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for that period is unpaid, or Tenant has been absent from the leased premises for thirty-two (32) and rent for that period is unpaid.

- B. Fire and Casualty. If the leased premises is damaged or destroyed by fire or casualty, then Lessor and Tenant shall have the rights and obligations set forth under applicable law. Otherwise, Lessor has the option to terminate this lease and rent shall be apportioned as of the date of such event.
- C. Eminent Domain (Condemnation). If the whole or any portion of the leased premises is taken or condemned by competent authority for any public use or purpose or if any adjacent property or street shall be condemned or improved in such a manner as to require the use of any part of the leased premises, the term of this lease shall, at the option of the Lessor or condemning authority, be terminated upon, and not before, the date when possession of the part so taken be required for such use or purpose, and Lessor shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating the leased premises as the result of such termination.

14. Termination and Return of Possession

Upon the termination of this lease, whether by lapse of time or otherwise, or upon termination of Tenant's possession without termination of this lease, Tenant shall yield up immediate possession to Lessor and deliver all keys to Lessor at the place where rent is payable or as otherwise directed by Lessor.

The mere retention of possession thereafter shall constitute a forcible detainer. Lessor shall have the right and license with process of law (and if Tenant abandons the leased premises, Tenant grants Lessor and Lessor shall have such right and license without process of law) to enter into the leased premises, to have the leased premises returned to Lessor as Lessor's estate, to take possession of the leased premises and to enter and remove Tenant and any others who may be occupying or within the leased premises, and any and all property from the leased premises, without relinquishing Lessor's right to rent or any other right given to Lessor herein or by operation of law.

Tenant agrees that in the event that Tenant fails to vacate the leased premises upon termination of this lease or of Tenant's right of possession Tenant shall pay as liquidated damages for the entire that possession is withheld a sum equal to three times the amount of the monthly rent or Lessor's actual damages if ascertainable, or Lessor at its own option may, upon giving Tenant written notice, extend the term of this lease for a like period of time not to exceed one year at such rent as Lessor has stated prior to said termination date.

No action or non-action by Lessor shall operate as a waiver of Lessor's right to terminate this lease or of Lessor's right to terminate Tenant's possession, nor shall it operate to extend the term of this lease.

15. Remedies Cumulative, Non-Waiver

All rights and remedies given to Tenant or to Lessor shall be distinct, separate, and cumulative and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law.

No waiver of any breach or default of either party herein shall be implied from any omission by either party to take any action on account of a similar or different breach or default.

No express waiver shall affect any breach other than the breach specified in such express waiver and such express waiver shall be effective only for the time and to the extent therein stated.

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16. Severability

The invalidity or unenforceability of any provision of this lease shall not affect or impact any other provision.

17. Lessor's Reserved Rights

All the covenants and agreements of this lease shall be binding on, and inure to the benefit of, the heirs, executors, administrators, successors, and assigns of Lessor.

18. Notices

Except as herein provided, any demand to be made or notice to be served, including those provided by statute, shall be construed to mean notice in writing signed by or on behalf of the party giving same and served upon the other party in person or by certified or registered mail, return receipt requested, postage prepaid, at the address set forth above or at such other address as either party may designate by written notice to the other.

Notice by mail shall be deemed given, served, and effective at the time it is deposited into the U.S. Mail regardless of when received.

Notices in person on Lessor may be served on its agent or on any office employee of Lessor.

IN WITNESS HEREOF, Tenant and Lessor have signed and executed this Lease Agreement on the date first above written.

Tenant:

Alan Andrews
ALAN ANDREWS
4/4/12

Lessor:

FOREST HEALTH SYSTEM, INC. of IL
By:

Jim Bumanglag
JIM BUMANGLAG
4/4/12

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CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner (or Owners' agent or representative) and Resident agree as follows:

1. Tenant, any member of the Tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of Tenant's household, **shall not engage or in any way be involved in, any criminal activity, including drug related criminal activity, on or near the said premises.** Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance or cannabis (as defined in the Illinois Compiled Statutes).
2. Tenant, any member of the Tenant's household, a guest, or invitee at the unit, in the unit, or on the common grounds, or any person in the unit or on the common grounds invited there in any way by the Tenant or a member of the Tenant's household **shall not engage in any act intended to facilitate or that does facilitate criminal activity, including drug-related criminal activity, on or near the said property.**
3. Tenant, and every member of the household **shall not permit the dwelling unit to be used for criminal activity, or to facilitate criminal activity, in the unit or on the common grounds, including drug-related criminal activity, regardless of whether the individual engaging in such activities is a member of the household, a guest or invitee, and regardless of whether the Tenant is at home during any such offense.**
4. Tenant, and member of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of the Tenant's household, **shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, or cannabis, at any location whether in, at, on, or near the property.**
5. Tenant, any members of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of Tenant's household, **shall not engage in any illegal activity, including prostitution as defined in the Illinois Compiled Statutes, criminal street gang activity as defined in the Illinois Compiled Statutes, threatening or intimidating as prohibited in the Illinois Compiled Statutes, assault as prohibited in the Illinois Compiled Statutes, including but not limited to the unlawful discharge of firearms on or near the dwelling unit or common grounds, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other Tenant or involving imminent or actual property damage as defined in the Illinois Compiled Statutes.**
6. **VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPRARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for **IMMEDIATE termination of the lease** under the Illinois Compiled Statutes. Unless otherwise provided by law, proof of violation shall not require criminal conviction, **BUT SHALL BE BY A PREPONDERANCE OF THE EVIDENCE.** Tenant consents to

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venue in the municipal district and in the county wherein the unit is located in the event Owner initiates legal action against the Tenant. Tenant hereby waives any objection to any venue chosen by owner.

7. Tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient for purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any tenant, co-signor, occupant or guarantor, if waived upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a Tenant, co-signor, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease the undersigned hereby waives any objection to service carried out under the terms of this agreement. This provision shall be effective for any extension, renewal or modification of the initial lease.
8. In case of conflict between the provisions of this addendum and any other provisions of the leases, the provisions of the addendum shall govern.
9. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between the Owner and Resident.

AZAN ANDREWS _____ [Signature] _____ 04/04/12
 Resident Name Resident/Signature Date

~~_____
 Resident Name Resident Signature Date~~

~~_____
 Resident Name Resident Signature Date~~

~~_____
 Resident Name Resident Signature Date~~

FOREST HEALTH SYSTEM, INC. By: [Signature] _____ 04 APRIL 12
 Owner Name Owner Signature Date

1800 RAND RD., DES PLAINES, IL 60016
 Property Address and Unit Number

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LEGAL DESCRIPTION

The following described land situated in the County of Cook and the State of Illinois:

That part of Lot TWENTY-FOUR described as follows: Beginning at a point North 26 degrees, East 33 feet and South 64 degrees, East 323 feet from the South West Corner of said Lot 24, thence running South 64 degrees, East parallel to the Southerly line of said Lot 24 (said Southerly line of said Lot 24 being now center of public highway); 66 feet to a point; thence North 26 degrees East parallel with the Westerly line of said Lot 24; 281.16 feet to the Northerly line of said Lot 24; thence running North 64 degrees West along the Northerly line of said Lot 24; 66 feet to a point ; thence South 26 degrees West parallel to the Westerly line of said Lot 24, 281.16 feet to the place of beginning, (excepting from said tract the Southwesterly 17 feet thereof ----- (24) of L. Hodges' Subdivision of parts of Sections 16 and 17, Township 41 North, Range 12, East of the Third Principal Meridian.

Property Index Number: 09-16-107-016-0000

Property Address: 1800 Rand Road, Des Plaines, IL 60016

Mail to: Alan Andrews
1800 Rand Road
Des Plaines, IL 60016

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ADDENDA to Lease Agreement dated 01 April 2012 between ALAN ANDREWS, Tenant, and FOREST HEALTH SYSTEM, INC. of IL, Lessor:

1. As required by the City of Des Plaines, the Tenant and the Lessor signed and executed the attached 2-page "Crime Free Lease Addendum" as part of their Lease Agreement.
2. In regard to the amount of Eleven Hundred (\$1,100 USD) Dollars as applicable for the last month of the lease, the Tenant proposed, and the Lessor has agreed and accepted, that the Tenant will not include this to the amount "Due at Signing" as required on page 1 of this Lease Agreement but instead Tenant will use the amount to buy a big and brand new refrigerator and a brand new stove of at least 4 burners for the kitchen. In addition, the Tenant proposed, and the Lessor has agreed and accepted, that the Tenant install four (4) ceiling fans in the house. The Tenant and the Lessor have agreed that the refrigerator, the stove and the ceiling fans solely belong to the Lessor and shall not be removed from the leased premises upon the termination of this Lease Agreement.
3. The Tenant also provides the following information:

SSN:

Date of Birth: 03-08-43

Occupation: Self

Employer: Self

Address: 1800 Rand

Telephone Number: 847 648 2101

Previous Landlord:

Address:

Telephone Number:

Inclusive dates of Lease:

Tenant:

ALAN ANDREWS

Lessor:

FOREST HEALTH SYSTEM, INC.

By:

JIM BUMANGLAG

4/04/12