

# UNOFFICIAL COPY



## RESIDENTIAL LEASE

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Doc#: 1320639107 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/25/2013 03:20 PM Pg: 1 of 6

Name and Address of Taxpayer:  
Robert J. Shimkus  
740 Crest Avenue  
Elk Grove Village, IL 60007

By this agreement made this 20<sup>th</sup> day of March 2013, between Alexander R. Shimkus and Kim A. Shimkus of 33765 North Pine Creek Trail, Grayslake, Illinois, 60030, as "lessor," and Robert J. Shimkus and Jacqueline J. Shimkus of 740 Crest Avenue, Elk Grove Village, Illinois, 60007, as "lessee," lessor demises and lets to lessee the following described premises:

Lot Fifteen Hundred Ninety Five (1595) in Elk Grove Village Section 4, being a subdivision in the South Half (1/2) of Section 33, both in Township 41 North, Range 11, East of the Third Principal Meridian, according to plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on September 23, 1958, as Document Number 1819395; Property Identification Number 08-28-414-019-000,

which has an address of 740 Crest Avenue, Elk Grove Village, Illinois, 60007, and is situated in Cook County, Illinois, together with all the appurtenances, for an initial term of one (1) year, to commence on the 20<sup>th</sup> day of March 2013, the Commencement Date, and to end at 11:59 p.m. on the 19<sup>th</sup> day of March of the year in which the termination of this lease is effective under the termination provisions stated herein, the Termination Date. Unless terminated as provided herein, this lease shall automatically extend for additional one (1) year terms as provided in Section XV of this lease. Lessee covenants and will pay lessor upon execution of this lease Two Hundred and 00/100 Dollars (\$200.00) rental for the remainder of the month of March 2013, receipt of which is acknowledged by lessor. Commencing April 1, 2013, and continuing on the first day of the month of each and every month thereafter during the term and extensions of this lease, lessee will pay lessor in advance a monthly rental of Six Hundred and 00/100 Dollars (\$600.00). All rental payments shall be made at lessor's address as stated above or at such other place as lessor may designate. It is further understood and agreed by and between the parties as follows:

S Y  
P Y  
S Y  
M Y  
CO Y  
E Y  
INT Y

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## Section I.

### Lessee to Pay Taxes and Assessments

In addition to all other sums to be paid by lessee under this lease, lessee shall pay directly to Cook County when due and before delinquency all real property taxes and assessments which are assessed against the demised premises during the term of this lease, commencing on the Commencement Date and continuing for the remainder of the lease term, and any renewal or extension of the lease term. However, the taxes levied or assessed for the year in which lessee commences paying rent shall be prorated between lessor and lessee so that lessee shall pay only such part thereof as pertains to the period commencing on the Commencement Date. Furthermore, taxes levied or assessed for the year during which this lease expires or is terminated shall be prorated between lessor and lessee so that lessee shall pay only such part thereof as pertains to the period commencing on January 1st and ending on the date this lease expires or is terminated. In no event shall lessee be required to pay real estate taxes pertaining to any period prior to the Commencement Date, or subsequent to the termination of this lease.

The term "taxes" as used in this lease includes all real property taxes on the house, the land on which the house is situated, and the various estates in the house and the land. The term "taxes" will also include any other taxes levied on the property, taxes of every kind and nature levied and assessed in lieu of, in substitution for, or in addition to, existing or additional real or personal property taxes on the house, land, or personal property, whether or not now customary or within the contemplation of the parties to this lease. "Taxes" also includes any cost to the lessor of contesting the amount, the validity, or the applicability of any taxes or exemptions.

Lessee shall have the right to contest the amount, the validity, or the applicability of any taxes, or assessments levied against the demised premises or any improvements thereon, as well as the right to contest the denial of any exemptions, provided that lessee shall not take any action which will cause or allow the institution of foreclosure proceedings against the demised premises. Lessor shall cooperate in the institution of any such proceedings to contest the validity or amount of real estate taxes or assessments, or the applicability of any exemptions, and will execute any documents required therefor. Lessor covenants and agrees that if there shall be any refunds or rebates on account of any tax, governmental imposition or levy paid by lessee under the provisions of this lease, such refund or rebate shall belong to lessee.

The property tax records shall be changed so that the tax bill and tax notices for the demised premises shall be mailed to lessee at the address of the demised premises as follows: Robert J. Shimkus, 740 Crest Avenue, Elk Grove Village, Illinois, 60007.

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## Section II. Peaceful Enjoyment

Lessor covenants that, on paying the rent and performing the covenants herein contained, lessee will and may peaceably and quietly have, hold and enjoy the demised premises for the agreed term.

## Section III. Use and Occupancy

Lessee will use the leased premises exclusively for a private residence, and cannot, without lessor's consent, assign this lease, or let or sublet the whole or any part of the leased premises or make any alterations.

## Section IV. Liability for Abandoning Premises

If the leased premises, or any part of the premises, become vacant during the term of this lease, lessor may, on giving seven (7) days' written notice to lessee, declare this lease forfeited and will, in that event, make reasonable efforts to relet the premises. Lessee will be liable to lessor for all damages suffered by lessor by reason of such forfeiture. Damages will include, but will not be limited to, the following: (1) all actual damages suffered by lessor, until the property is relet, including reasonable expenses incurred in reletting or in attempting to relet; and (2) the difference between the rent received when the property is relet and the rent reserved under this lease.

Until the premises have been relet, lessee will pay to lessor, on the same days as rental payments are due under this lease, the actual damages suffered by lessor since the last payment, either of rent or damages, was made. After the premises have been relet, lessee will pay to lessor, on the last day of each rental period, the difference between the rent received for the period from reletting and the rent reserved under this lease for that period.

## Section V. Utilities

Lessee will pay all charges for water, electricity and gas used during the term of this lease or any renewal of this lease.

## Section VI. Use and Maintenance of Surrounding Grounds

Lessee will keep the grounds in neat order and condition, to permit no waste or injury to the trees, shrubbery or vines, and not to remove them from the premises.

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## Section VII. Animals

Lessee may keep domestic animals on or about the leased premises with the consent of lessor.

## Section VIII. Sanitation

Lessee will comply with all sanitary laws, ordinances, and rules and all orders of the board of health or other authorities affecting the cleanliness, occupancy and preservation of the demised premises, and the sidewalks connected to the premises, during the term of this lease.

## Section IX. Hazardous Materials

Lessee will not keep or have on the leased premises any article or thing of a dangerous, inflammable or explosive character that might increase the chance of eruption of fire on the leased premises, or that, ordinarily, would be considered "hazardous" or "extra-hazardous" by any responsible insurance company.

## Section X. Repairs by Lessee

Lessee will keep the fixtures in the house or on or about the leased premises in good order and repair, keep the faucets in repair, keep the furnace clean, keep the electric bells in order, keep the walks free from dirt and debris and, at lessee's own expense, will make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such fixtures has resulted from the lessee's misuse, waste or neglect. Lessee also agrees that no signs will be placed or painting done on or about the leased premises without the consent of lessor.

## Section XI. Repairs by Lessor

On written notice from lessee, lessor will repair any condition which was caused by normal wear and tear and which also materially affects the physical health or safety of an ordinary tenant.

## Section XII. Lessor's Right of Entry for Inspection and Repairs

Lessor will put the leased premises in good order and condition before the time for giving possession to lessee, and lessor or lessor's agents will have the right to enter the leased premises, or any part of the premises, at all reasonable hours with

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reasonable notice to lessee during the term of the lease for the purpose of inspection or of making such repairs or alterations as may be necessary for the preservation of the premises in safe condition.

## Section XIII.

### Effect of Loss or Destruction of Premises

If the leased premises become totally uninhabitable after a casualty loss such as fire, smoke, hail, explosion, earthquake or other casualty, and if the casualty loss is not due to the negligence or fault of the lessee or the lessee's family, guests, or invitees either lessor or lessee may terminate the rental agreement at any time prior to completion of repairs by giving written notice to the other. In that event, the lessee will only be entitled to a pro rata refund of rent from date of move-out and a refund of any security deposit as required by law.

If the leased premises become partially uninhabitable after a casualty loss of the sort listed above, and if the casualty loss is not due to the negligence or fault of the lessee or the lessee's family, guest or invitees, and if the casualty is an insured casualty, the premises will be repaired by lessor within a reasonable time, provided that the time period for repair will not commence until insurance proceeds are received by the lessor. In that case, there will be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been uninhabitable. Notwithstanding the above, if the leased premises are damaged to the extent that lessor decides not to rebuild, the term of this lease will end and the rent will be prorated up to the time of the damage.

## Section XIV.

### Showing of Property; Display of Signs

During the last ninety (90) days of this lease, lessor or lessor's agent is entitled to display the usual "For Sale" or "For Rent" signs on the premises and of showing the property to prospective purchasers or tenants.

## Section XV.

### Automatic Lease Extensions

This lease shall automatically renew and extend for additional one year terms until this lease is terminated by either party giving to the other not less than ninety (90) days' advance written notice of termination prior to the end of any term.

## Section XVI.

### Termination

Either party may terminate this lease for any reason other than default on giving to the other not less than ninety (90) days' advance written notice of termination prior

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to the end of any term. Lessee then must vacate the premises on or before the Termination Date.

## Section XVII. Surrender of Possession at Termination of Lease

At the termination of this lease, lessee will leave and surrender the premises hereby demised in as good state and condition as they were in at the commencement of the term, reasonable use and wear of the premises and damages by the elements excepted.

## Section XVIII. Default

If lessee defaults in the payment of rent, or any part of the rent, at the times specified, or if any default is made in the performance of any other covenants or agreements contained in this lease, the lease, and the relation of landlord and tenant, at the option of lessor, will wholly cease and terminate.

## Section XIX. Governing Law

This lease will be construed and enforced with Illinois law.

## Section XX. Binding Effect on Successors and Assigns

The covenants and conditions contained in this lease apply to and bind the heirs, executors, and legal representatives of the parties to this lease, and all covenants are to be construed as conditions.

Alexander R. Shimkus  
Alexander R. Shimkus - Lessor

Robert J. Shimkus  
Robert J. Shimkus - Lessee

Kim A. Shimkus  
Kim A. Shimkus - Lessor

Jacqueline J. Shimkus  
Jacqueline J. Shimkus - Lessee

Send subsequent tax bills to:  
Robert J. Shimkus  
740 Crest Avenue  
Elk Grove Village, IL 60007