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RESIDENTIAL LEASE AGREEMENT

Of

1437 West Howard Street, Unit #3

Chicago, Illinois 60626

(P.I.N. 11-29-302-003-0000)

Doc#: 1321819054 Fee: \$80.00

RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 08/08/2013 12:45 PM Pg: 1 of 7

Clause 1. Identification of Landlord(s) and Tenant(s):

This agreement is entered by duly agreement between Marvin Faulkner, Co-Owner and Samuel C. Umunna, Co-Owner (Landlord(s)) and Samuel C. Umunna (Tenant). 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, the Landlord rents to Tenant, and the tenant(s) rents from Landlord, for residential purposes only, the premises located at:

1437 W. Howard St., Unit #3, Chic., IL. 60626

Together with the following furnishings and appliances: None included

Umunna (as tenant) is responsible for all.

Rental of the premises also includes:

1 Garage at the rear of the building

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 one month is prohibited without Landlord's written consent and will be considered as a breach of this Agreement.

Clause 4. Term of the Tenancy:

The term of the rental will begin on August 01, 2012 and end on July 31, 2017.

If the Tenant vacates before the term ends, the Tenant will be liable for the balance of the rent(s) for the remainder of the term of this Agreement.

Clause 5. Payment of Rent:

The tenant shall pay to the Landlord a monthly rent of \$ zero (annual payment starts on August 01, 2014; which will be determined on August 01, 2014, based on the market) in U.S. currency, payable in advance on the first day of August 01, 2012, Rent(s) will be paid at Landlord's address (as provided above) to the Landlord or as the Landlord designates.

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Clause 6. Late Charges:

For the period from Tenant's move-in date, August 16, 2012, through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$ zero. This amount will be paid on or before the date the Tenant moves in.

Clause 7. Returned Check and Other Bank Charges:

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

Clause 8. Security Deposits:

On signing this Agreement, Tenant will pay to Landlord the sum of \$ zero as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent to any other sum due under this Agreement. Within thirty (30) days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

Clause 9. Utilities:

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

Water (only).

Clause 10. Assignment and Subletting:

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of the Landlord.

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 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:

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- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premise, including nailing holes in the walls or painting the rental unit.
- 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 instruction on how to disarm any altered or new burglar alarm system.

Clause 13. Violating Laws Causing Disturbances:

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:

No animal, unless written consent of the Landlord and except properly trained service animals needed by the blind, deaf, or disabled persons by doctor order(s).

Clause 15. Landlord's Right to Access:

Landlord or Landlord's agent(s) may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court's order, or where it is impractical to do so, Landlord shall give Tenant 24 hours (unless in cases as emergency of danger to persons and/or property, herein immediate entry is allowed) notice before entering.

Clause 16. Limitation of Liability:

Except as provided by state or local law or ordinance, Landlord shall not be liable for any damage (a) occasioned by failure to keep Premises in repair; (b) for any loss or damage of or to Tenant's property wherever located in or about the Building or Premises, or (c) acts or neglect of other tenants, occupants or others at the Building.

Clause 17. Storage Outside the Premises:

Landlord shall not be liable for any loss or damage of or to any property placed in any common areas, storeroom or any storage place in the Building; such areas for storage, if any, being furnished gratuitously and not as part of the obligations of this lease.

Clause 18. Covenants Binding:

It is agreed that a breach of the covenants of this lease by the Tenant shall give the Landlord the right to terminate this lease or the right of possession upon notice as

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required by law or ordinance, and, that in the event of an assignment of this lease, with or without the express or implied consent of the Landlord, all the covenants therein contained shall be binding on the assignee to the same extent as if he had signed the lease. The consent to one assignment shall not be construed as a consent to any further assignments.

Clause 19. **Legal Expenses:**

Tenant shall pay all costs and attorneys' fees incurred by the Landlord due to Tenants' breach, and landlord's enforcement, of the covenants or agreements of this lease.

Clause 20. **Surrender of Possession of Premises:**

The Tenant shall surrender to the Landlord possession, and keys, of said Premises, promptly upon termination of this lease, whether by reason of breach or expiration, with the Premises being in substantially the same condition as when Tenant assumed possession thereof, ordinary wear and tear excepted.

Clause 21. **Occupancy Required:**

Tenant agrees not to abandon said Premises, nor permit the Premises to remain vacant or unoccupied for a period of time which could be construed as abandonment under state or local law or ordinance.

Clause 22. **Insurance:**

Tenant is responsible to insure and maintain rental insurance for the duration of this "Residential Lease Agreement".

Clause 23. **Remedies Cumulative:**

Landlord's remedies as provided herein are cumulative in nature and shall be in addition to, and not in lieu of, any and all other remedies granted to Landlord by any state or local law or ordinance.

Clause 24. **In Case of Casualty:**

In case the Premises, Building or any part thereof shall be rendered untenantable by fire, explosion or other casualty, the respective parties hereto shall have all the rights provided by state or local law or ordinance. For the purposes of this section, Landlord's good faith efforts to obtain insurance adjustments, settlements or awards to obtain sufficient funds to perform repairs required due to fire, explosion or other casualty shall be deemed diligent efforts to repair the Building within a reasonable time.

Clause 25. **Smoke and Carbon Monoxide Detectors:**

Tenant acknowledges that at the time of obtaining possession of the Premises, all smoke detectors and carbon monoxide detectors required to be installed in the Premises have been installed and are in good working order. Tenant(s) agrees to repair and maintain the smoke detector and carbon monoxide detector device(s) including replacement of the battery when necessary.

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Clause 26. Mechanics' Liens:

Unless, by written consent by the Landlord, the Tenant shall not place or allow to be placed on the Premises, the building or elsewhere on the real property, any mechanics' lien, or any other claim for lien for any repairs, maintenance, alterations or modifications performed by, or ordered or contracted by, the Tenant, whether or not same were rightfully performed or ordered by the Tenant. The placement of any such lien shall constitute a breach of this lease and upon ten (10) days' notice to cure said lien or lien claim, Landlord may terminate Tenant's tenancy or right of possession. In addition, Landlord shall have the right to satisfy and remove said lien without regard to the merits thereof and Tenant shall be responsible for the damages incurred in removing said lien, along with all other damages, costs and attorneys' fees incurred by Landlord in connection therewith.

Clause 27. False Information:

The Tenant warrants all the information given by him in applying for this lease to be true, and that the providing of false the information shall constitute a material breach of this lease. Occupancy by more persons as set forth in this lease, or the lease application, shall constitute a material breach of this lease.

Clause 28. Rule and Regulations:

Tenant agrees to observe the Rule and Regulations contained in this lease, and any attachments and inclusions hereto as well as any further reasonable Rules and regulations established by the Landlord during the pendency of this lease, and such Rule and Regulations are hereby incorporated into and made a part of this lease. Failure to observe said Rule and Regulations, or any of them, shall be deemed to be a material breach of this lease, and in event of such breach, Landlord(s) shall be entitled to termination of the tenancy upon ten (10) days' notice, and shall further be entitled to such rights and remedies as are provided by applicable state or local law or ordinance.

Clause 29. Receipt of Required Documents:

Tenant acknowledges that the following documents have been received by Tenant, in accordance with federal, state or local law or ordinance, and that said disclosures are in proper form and have been fully made in accordance therewith; and said documents shall be deemed to be attached to and incorporated into this lease:

- a. Federal lead-paint disclosure notice.
- b. A copy of the summary of the Residential Landlord and tenant Ordinance as published by the appropriate local governmental authority.

Clause 30. Severability:

If any clause, phrase, provision or portion of this lease, or the application thereof to any person or circumstance, shall be determined to be invalid or unenforceable under applicable law or ordinance, 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 applicability of any clause, provision or portion hereof to other persons or circumstances, and the lease shall be interpreted in accordance

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with said ordinance.

Clause 31. 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 32. 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 Tenant and procedures as required by law.

Clause 33. Entire Agreement:

This document constitutes 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.

Tenant(s):

Samuel C. Umunna 8/1/12
Samuel C. Umunna Date

Landlord(s):

[Signature] 8-1-12
Marvin Faulkner Date

Samuel C. Umunna 8/1/12
Samuel C. Umunna Date

Property Of Court County Clerk's Office

