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Doc#: 2015757189 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 06/05/2020 11:31 AM Pg: 1 of 5

TERM OF LEASE		
BEGINNING		ENDING
01/01/2020		06/30/2020
DATE OF LEASE	MONTHLY RENT	SECURITY DEPOSIT*
12/02/19	\$2,250.00	\$2,150.00

Above Space for Recorder's Use Only

LESSEE		LESSOR	
NAME APT. NO. ADDRESS OF PREMISES	Ross and Jame V/abich 1770 First Street Unit #701 Highland Park, IL 60035	NAME AND BUSINESS ADDRESS	SURCHI 1, LLC P.O. BOX 1336 HIGHLAND PARK, IL 60035

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor for a private dwelling the designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

- 1. RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above in the box designated "MONTHLY RENT," at Lessor's address as shown above or as Lessor may designate in writing. The first payment of \$2,150.00 is due on or before **January 1, 2020** and subsequent payments on the First day of each succeeding month.
- 2. SECURITY DEPOSIT.** Lessee has deposited with Lessor the Security Deposit stated above as security for the performance of all covenants and agreements of Lessee hereunder. Lessor may at any time or times apply all or any portion thereof in payment of any amounts due Lessor from Lessee, and upon Lessor's demand Lessee shall in such case, during the term of the lease, promptly deposit with Lessor such additional amounts as may then be required to bring the Security Deposit up to the full amount stated above. Upon termination of the lease and full performance of all Lessee's obligations hereunder, so much of the Security Deposit as remains unapplied shall be returned to Lessee. This deposit does not bear interest, unless and except as required by law. Where all or a portion of the Security Deposit is applied by Lessor as compensation for property damage, Lessor, when and as required by law, shall provide to Lessee an itemized statement of such damage and of the estimated or actual cost of repairing same. If Lessor utilizes his or her own labor to repair any damage caused by the Lessee, the Lessor may include the reasonable cost of his or her labor to repair such damage.
- 3. CONDITION OF PREMISES.** Lessee acknowledges that the Premises are in good repair; except as herein otherwise specified, and that no representations as to the condition or repair thereof have been made by the Lessor, or Lessor's agent, prior to or at the execution of this lease, that are not herein expressed.

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4. REPAIR. The Lessee covenants and agrees with Lessor to take good care of and keep in clean and healthy condition the Premises and their fixtures, and to commit or suffer no waste therein; that no changes or alterations of the Premises shall be made or partitions erected, nor walls papered, without the consent in writing of Lessor; that Lessee will make all repairs required to the walls, windows, glass, ceilings, paint, plastering, plumbing work, pipes, and fixtures belonging to the Premises, whenever damage or injury to the same shall have resulted from misuse or neglect; and Lessee agrees to pay for any and all repairs that shall be necessary to put the Premises in the same condition as when he entered therein, reasonable wear and loss by fire excepted, and the expense of such repairs shall be included within the terms of this lease and any judgment by confession entered therefor.

5. LIMITATION OF LIABILITY. Except as provided by Illinois statute, the Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, sewerage, or the bursting, leaking or running from any cistern, tank, washstand, water closet or waste pipe, in, above, upon or about the Premises, nor for damage occasioned by water, snow or ice, being upon or coming through the room, skylight, trap door or otherwise, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

6. USE; SUBLET; ASSIGNMENT. Lessee will not allow Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein before specified, nor to be occupied, in whole or in part, by any other person, and will not sublet the same, or any part thereof, nor assign this lease, without in each case the Lessor's written consent, and will not permit any transfer, by operation of law, of the interest in the Premises acquired through this lease; and will not permit Premises to be used for unlawful purpose or purposes that will injure the reputation of the same or of the neighborhood; will keep no dogs, cats or other animals or pets in or about the Premises; will not permit the Premises to remain vacant or unoccupied for more than ten consecutive days; and will not permit any alteration of or upon any part of the Premises, nor allow any signs or placards posted or placed thereon, except by written consent of the Lessor; all alterations and additions to the Premises shall remain for the benefit of the Lessor unless otherwise provided in said consent.

7. RIGHT TO RELET. If Lessee shall abandon or vacate the Premises, the same shall be relet by Lessor for such rent and upon such terms as Lessor may see fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized, after paying the expenses of such reletting and collecting, to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency.

8. HOLDING OVER. If the Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then the Lessor may at Lessor's option, within thirty days after the termination of the term, serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental specified under Section 1 for such period, or (b) creation of a month-to-month tenancy, upon the terms of this lease except at double the monthly rental specified under Section 1, or (c) creation of a tenancy at sufferance, at a rental of \$110.00 dollars per day for the time Lessee remains in possession. If no such written notice is served, then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee.

9. FLAMMABLES. Naphtha, benzene, benzole, gasoline, benzene-varnish, gunpowder, fireworks, nitroglycerine, phosphorus, saltpeter, nitrate of soda, camphene, spirit-gas, or any flammable fluid or oil, shall not be allowed or used on the Premises without the written permission of the Lessor.

10. UTILITIES. Lessee shall pay (in addition to the rent above specified) electricity levied or charged on or in respect of the Premises, for and during the term of this lease. Lessor and Lessee herein agree that the electricity usage for the Premises is separately metered and Lessee shall make payments to the utility company or authorized metering agency for the use of electricity. Payments pertaining to electricity usage in the Premises are the sole responsibility of the Lessee. All utilities other than electricity are the responsibility of the Lessor and will be paid by the Lessor at no additional cost to the Lessee.

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11. SIGNS. Lessor reserves the right to put up a "To Rent" sign sixty days prior to the expiration of this lease and a "For Sale" sign at any time during the term of the lease.

12. COMPLIANCE. Lessee will in every respect comply with the ordinances of the municipality aforesaid, with the rules and orders of the health officers thereof, with the orders and requirements of the police department, with the requirements of any underwriters' association so as not to increase the rates of insurance upon the building and contents thereof, and with the rules and orders of the fire department in respect to any matters coming within their jurisdiction.

13. DEFAULT BY LESSEE. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time thereafter, at his election, declare said term ended and reenter the Premises or any part thereof, with or (to the extent permitted by law) without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire or have an interest in, which is by law subject to such distraint, as security for payment of the rent herein reserved.

14. RENT AFTER NOTICE OR SUIT. After the service of notice, or the commencement of a suit, or after final judgment for possession of the Premises, the Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit or said judgment.

15. FIRE AND CASUALTY. In case the Premises shall be rendered untenable by fire or other casualty, Lessor may at his option terminate this lease, or repair the Premises within thirty days, and failing to do so, or upon the destruction of the Premises by fire, the term hereby created shall cease and terminate.

16. PAYMENT OF COSTS. Except as provided by Illinois law, the Lessee further covenants and agrees to pay and discharge all reasonable costs, attorneys' fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.

17. PLURALS; SUCCESSORS. The words "Lessor" and "Lessee," wherever herein occurring and used, shall be construed to mean "Lessors" or "Lessees" in case more than one person constitutes either party to this lease, and all such persons shall be jointly and severally liable hereon; and all the covenants and agreements herein contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and be exercised by his or their attorney or agent.

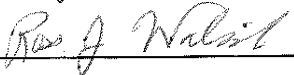
18. SEVERABILITY. If any clause, phrase, provision or portion of this lease, or the application thereof to any person or circumstance, shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease, nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

Please print or type name(s) below signature(s).

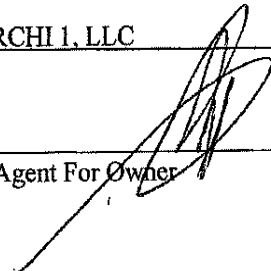
LESSEE:

X  _____

X  _____

LESSOR:

SURCHI 1, LLC _____

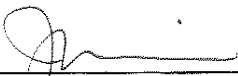
X  _____
As Agent For Owner

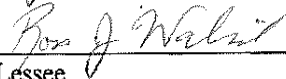
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Residential Lease Rider

This is attached to and made part of a residential lease dated December 2, 2019, between Surchi1, LLC, as Lessor and Ross and Jamie Wabich as Lessees.

1. Payment of Rent is due on the first of the month and if not received by the Lessor by the fifth of the month, a 10% late charge is due and payable. If late charge is not received with the rent payment, it will be automatically deducted from any security deposit held by Lessor without notice.
2. Lessor has the right to a periodic inspection of the property on an appointment basis.
3. Lessee herein agrees to make available, in orderly fashion, this home for showing for sale or rent to prospective buyers or renters as covered by Section 11 on the lease. The final month's rent is due and payable on the first of the month. Security deposit shall in no way be applied toward final month's rent unless previously agreed to in writing by Lessor.
4. Appliances will be provided as a convenience feature and will be repaired by Lessor if they break at no cost to the Lessee unless such breakage is a result of misuse by the Lessee. Lessee agrees to properly use and maintain all appliances, including heating system and hot water heater, during the term of the lease.
5. It is understood and agreed that the only occupants of the Premises shall be the Lessee.
6. Lessor's insurance does not cover any personal belongings of Lessee. Renter's insurance is recommended.
7. Lessee and its guests conduct and personal behavior must reflect respect for rights of their fellow neighbors and others. Any unruly behavior or other disturbances are grounds for immediate termination of this lease.
8. The security deposit will be held at the termination of this lease until the property has been inspected, and verification has been made with the utility companies that there are no delinquent bills against the leased premises from Lessee.
9. Lessee agrees to abide by condo association or homeowner's association (if applicable) rules now in effect and as amended from time to time.
10. Lessee understands that no pets are allowed.
11. Lessor will provide a parking pass to Lessee in the Port Clinton garage adjacent to the property Premises during the term of the Lease. Lessee agrees to abide by all rules governing the parking of Lessee's vehicle within the garage. All costs related to lost passes will be the responsibility of Lessee.

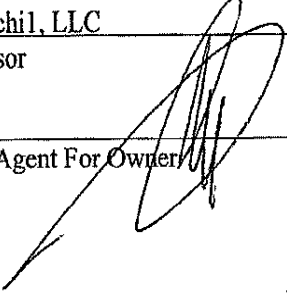


 Lessee


 Lessee

Surchi1, LLC
 Lessor

 As Agent For Owner



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LEGAL DESCRIPTION

Order No.: 20GST057152SK

For APN/Parcel ID(s): 05-21-111-013-0000

The North 90.42 feet of South 290.42 feet of the East 120 feet of that part of Block 22 lying South of the South Line of Elm Street and North of North Line of Oak Street and West of West Line of Walnut Street in the Village of Winnetka, 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office