

CONDOMINIUM UNIT APARTMENT LEASE
UNFURNISHED

14173285

DEPT-01 RECORDING \$21.80
T#6666 TRAN 8372 10/11/94 15:33:00
#0937 * LC # - 94 - 873285
COOK COUNTY RECORDER

DATE OF LEASE	TERMINATION	MONTHLY RENT	SECURITY DEPOSIT
9/6/94	Sept. 15, 1994 - Sept. 30, 1995	\$500.00	\$500.00

LESSEE
NAME • James H. Bennett
API NO • C-1
ADDRESS OF PREMISES • 5044 N. Marine Drive
Chicago, Illinois 60640

LESSOR
NAME • 5040-60 Marine Drive
ADDRESS • Condominium Association
5048 N. Marine Drive
Chicago, Illinois 60640

(possession order July Walton, owner)

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

ADDITIONAL COVENANTS AND AGREEMENTS (if any)

- The Lessee will pay the Lessor monthly for electric usage, the office has the charges.
- Rent is due and payable on or before the first day of the month. Any rent received after the fifth day is subject to a service charge of \$25.00

1. **RENT** Lessor leases the premises to Lessee for the above described term of Lessee accept, and agrees to pay the above specified rent therefor without setoff, deduction or retention in advance payments on the first day of a month if the term begins or ends on a date other than the first day of a month, rent shall be paid at the current rate for the fraction of such month. Unpaid rent shall bear interest at the rate of 15% per annum or the highest legal rate of interest, whichever is lower, from the date due until paid; provided, however, that such amount shall not exceed Ten Dollars (\$10.00) per month.

2. **SECURITY DEPOSIT** Lessee has deposited with Lessor the security deposit as set forth above to be retained by Lessor to ensure that Lessee faithfully performs all of the covenants and obligations as provided in this lease upon termination of this lease and the full performance of all obligations as provided herein and payment of all sums due to Lessor, as much of the security deposit as is not so assigned shall be returned to Lessee. In the event Lessee has failed to keep and perform provisions and covenants as provided in this lease, then Lessor shall deduct resulting damage sustained by Lessor and provide Lessee with an itemized statement of damage and estimated cost of repairing same. This security deposit shall not be treated as an advance payment of rent and Lessee shall not apply the security deposit as rent.

of the occupancy, any costs of having the premises cleaned if needed as a result of the pet's presence on the premises. Failure to insert upon compliance with this paragraph (c) of Section 2 for any period of time shall not constitute a waiver of Lessor's right to require compliance by Lessee from and after notice to comply.

(b) Lessee shall not make or permit any noise or odor that is objectionable to other occupants of the Building to emanate from the premises and shall not create or maintain a nuisance thereon. Lessee shall not operate any radio, hi-fi, stereo television, musical instrument or other noise-making device in a manner that disturbs his neighbors.

(c) Lessee shall not install or maintain any radio or television aerial, wire or equipment outside the demised premises or on the roof of the Building without the advance written consent of Lessor.

(d) Lessee shall not install on the demised premises any electric or gas equipment which uses a substantial amount of electricity or gas without the advance written consent of Lessor. Lessee shall not install on the premises any electrical wiring in the premises and shall not use more electricity than such safe capacity.

(e) Lessee shall not use or install any water lined or rigid lined beds, furniture, recreational or the aquatic beds or appliances on the demised premises without the advance written consent of Lessor.

(f) No additional lock or other similar devices shall be attached to any door or window without Lessor's written consent. No keys for any door other than keys provided by Lessor shall be made or used. If more than two keys for one lock are desired by Lessee, Lessor may provide the same upon payment by Lessee.

(g) Laundry work shall be done only in the space provided for such purpose.

(h) Lessee shall not install or permit to be installed any signs, posters or pictures written content of the demised premises unless the sign, poster or picture has been approved in advance by written consent of the Lessor.

(i) Lessee shall not attempt to install or interfere in any way with any part of the heating, lighting, ventilating, refrigerating or other apparatus in or about the premises or the Building.

(j) Water closets or other water appliances shall not be used for any purpose other than that for which they are designed, and no kerosene, oil, gas, rags, matches, razor blades or other flammable substances shall be placed thereon. Damages and cost of repairs and cleaning resulting from violation of this paragraph (j) of Section 5 shall be paid for by Lessee.

(k) Unless Lessor shall give his advance written consent in each and every instance, Lessee shall not install or operate in the demised premises any machinery, refrigeration or heating devices or air conditioning apparatus, or use any illumination other than electric light bulbs or permit to be put into the premises, or the Building, any inflammable or of fluids such as kerosene, benzene, gasoline and benzene, or other explosives or articles deemed hazardous to life, limb or property.

(l) Lessee shall indemnify Lessor and shall hold Lessor harmless from any loss or liability under the Illinois Vapor Control Act of 1974 as amended arising out of the use or distribution of electronic liquid in the premises.

(m) In addition to all other liability for breach of any covenant of this Section 4, Lessee shall pay to Lessor all damages caused by such breach and shall also pay to Lessor an amount equal to any increase in insurance premium or premiums caused by such breach.

6. **REPAIRS** Subject to the provisions of Section 2 and excepting for reasonable wear and tear, Lessee shall, at Lessee's own expense and under the supervision and control of Lessor, keep the premises including the walls and wall coverings, floor and floor coverings, windows and window coverings, paneled plaster, plumbing, cabinets, ceilings, woodwork, light fixtures, hardware, glass, kitchen range, refrigerator, dishwasher, dishwasher heating, air conditioning, ventilating and appliances and all other fixtures and equipment, thermal or equipment and outlets, appliances, hardware, in good order, condition and repair and in a clean, tight and sanitary condition, and shall replace all broken and damaged items with others of the same quality.

7. **UNFITNESS** If the premises or the Building are made untenable by fire or other casualty, Lessor may elect to terminate this lease as of the date of the fire or casualty by notice to Lessee within thirty days after that date or to repair, restore or rehabilitate the premises at Lessor's expense within one hundred twenty days after Lessor is enabled to take possession of the leased premises and undertake reconstruction or repairs, in which latter event the lease shall not terminate but rent shall be abated on a per diem basis while the premises are untenable. If Lessor elects to repair, restore or rehabilitate the premises and does not substantially complete the work within the one hundred twenty days period, either party can terminate the lease as of the date of the fire or casualty by notice to the other party not later than one hundred thirty days after Lessor is enabled to take possession of the leased premises and undertake the reconstruction or repairs. In the event of termination of the lease pursuant to this Section 7, rent shall be apportioned on a per diem basis and paid to the date of the fire or casualty.

8. **ALTERATIONS** Lessee shall not make any alterations in or additions to the premises without Lessor's advance written consent in each and every instance. Lessor's consent to release such consent shall be conclusive. Lessor's consent may be conditioned upon the furnishing by Lessee of such documents, security and assurance as Lessor may require in order to protect Lessor from Mechanical Lien and from liability for personal injuries and damage to property and to assure Lessor that the work will be performed in a careful and workmanlike manner and with proper materials. All additions, hardware, fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to Lessee and upon the premises whether installed by Lessor or Lessee, shall be Lessor's property and shall remain upon the premises upon termination of the term by lapse of time or otherwise, and without compensation or credit to Lessee.

9. **SUBLETTING OR ASSIGNMENT** Lessee shall not allow or permit any transfer of this lease or any interest under it or any lien upon Lessee's interest by operation of law. Lessee shall not assign or convey this lease or any interest under it, or sublet the premises or any part thereof, or permit the use or occupancy of the premises by any party (other than Lessee) without Lessor's advance written consent in each and every case the advance written consent of Lessor.

10. **RESERVED RIGHTS** Lessor reserves the following rights: (a) to enter the premises or any part thereof at all reasonable hours for inspections, repairs, alterations or additions, to exhibit the premises to prospective tenants, purchasers or others, to display without invitation by Lessee "For Rent" and similar signs, and for any other purposes whatsoever related to the safety, protection, preservation or improvement of the premises or the Building; (b) to enter the premises at any time or times during the last thirty days of the term, if during or prior to that period Lessee vacates the premises; to locate, remove, repair, alter or otherwise prepare the premises for re-occupancy, and (c) continuously to retain

Kenneth Michaels
SB W. Jackson #52C
Chicago IL 60604



14173285

2330

QUANTUM

DATE OF THE FIRST PAYMENT OF THE RENT... (mirrored text)

ASSIGNMENT BY LESSOR

LESSOR (SEAL) LESSOR (SEAL)

TEENANT SIGN HERE

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under their seals, on the day first above written.

LESSOR hereby certifies and represents any attorney of any court to be the true and correct copy of the original instrument as shown to the undersigned...

1. The Lessor hereby certifies and represents any attorney of any court to be the true and correct copy of the original instrument as shown to the undersigned...

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