

CONDOMINIUM LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 30th day of October, 2015 by and between Wesley Court CONDOMINIUM ASSOCIATION, herein called "Landlord" and Christopher Stoller (hereinafter "Tenant");

WITNESSETH THAT:

In consideration of the mutual covenants, promises and agreements herein contained, Landlord hereby rents to Tenant and Tenant hereby leases from Landlord the premises known and designated as 415 Wesley, being a unit in the Wesley Court Condominium Association, located in Oak Park, Illinois 60302, for a term of ONE YEAR commencing on the 1st day of November, 2015 and ENDING ON October 31, 2016, ("Lease Term") for occupancy by no more than 2 persons. During the Lease Term Tenant shall pay to Landlord a basic rent equal to \$995.00 per month. Security Deposit will be \$995.00.

The first monthly installment of basic rent shall be paid upon execution of this Lease and the remaining installments shall be paid in advance on the first day of each month during the Lease Term, at the place designated by Landlord. For any portion of a calendar month included at the beginning of the Lease Term, Tenant shall also pay upon the execution of this Lease the prorated portion of the basic rent for such month. For any portion of a calendar month included at the end of the Lease Term, Tenant shall pay with his last full month's rent the prorated portion of the basic rent for such month.

THE PARTIES DO HEREBY AGREE AND COVENANT AS FOLLOWS

1. **TENANT'S REPRESENTATIONS AND POSSESSION.** Tenant represents and warrants that the statements made on Tenant's signed application, which application is hereby incorporated by reference, are material representations which Tenant acknowledges have been relied upon by Landlord, the falsity of which, in whole or in part, shall constitute a breach of this Lease entitling Landlord at his option, to terminate the Lease and repossess the Premises from the existing tenant, if any, by the commencement date hereof, and if Landlord is unable to deliver possession of the Premises to Tenant at the commencement date for any reason, Tenant's right of possession shall be postponed without any liability on the part of Landlord to Tenant for such postponement, until such time when the Premises shall be in suitable physical condition for occupancy, or until such time when Landlord is able legally to deliver possession.

2. **CONDITION OF PREMISES.** Tenant hereby acknowledges that Tenant has inspected the Premises and agrees to accept the Premises in an "as-is" condition and the acceptance of this Lease shall be deemed conclusive evidence that the Premises are on the date hereof in satisfactory condition and repair, unless otherwise specified herein. Tenant agrees that neither Landlord nor any agent of Landlord has made any



representation as to the condition of the Premises and no promises have been made to decorate, alter, repair or improve the Premises.

2.a. Rent includes one parking space and heat.

3. **SECURITY DEPOSIT.** Tenant shall deposit with Landlord upon the execution of this Lease the sum of ONE FULL MONTH RENT to be held by Landlord as a security deposit ("Security Deposit"), to insure the full and faithful performance by Tenant of each and every term, provision, covenant and condition of this Lease. At the termination of the tenancy hereunder, for whatever cause, Landlord may use, apply or retain all or any portion of the Security Deposit for any obligation of Tenant arising under the terms of this Lease or as liquidated damages for Tenant's premature termination of the Lease Term; provided, however, that in any such event Landlord may seek redress against Tenant for any damages suffered by Landlord in excess of the Security Deposit. The Security Deposit or any portion not so used, applied or retained shall be refunded to Tenant within forty-five days after termination of the tenancy and delivery of possession of the Premises to Landlord with interest, if any, required by law. Tenant shall not utilize the Security Deposit as rent, or require Landlord to indemnify itself by resort to the Security Deposit with respect to any violation or default by Tenant. In the event that any part of the Security Deposit shall have been utilized by Landlord in accordance with the terms hereof or applicable law, Tenant shall upon demand immediately deposit with Landlord a sum equal to the amount so applied by Landlord so Landlord shall have the full Security Deposit on hand at all times during the Lease Term, including any extension, renewal or holdover term. In the event of the sale, transfer or assignment by Landlord of its interest in the Security Deposit to the transferee whereupon Landlord shall be released from all liability for the return of the Security Deposit and Tenant shall look solely to the new landlord for the return of the Security Deposit. In the event of any permitted assignment or sublease of this Lease by Tenant the Security Deposit shall be deemed to be held by Landlord as a deposit made by Tenant's assignee or sublessee and Landlord shall have no further liability to return such Security Deposit to the assignor or sublessor. **THE SECURITY DEPOSIT SHALL BE HELD IN A SEPARATE SECURITY DEPOSIT ACCOUNT AT THE FOLLOWING FINANCIAL INSTITUTION _____, WHOSE ADDRESS IS _____, ILLINOIS.**

4. **PERSONAL PROPERTY; LANDLORD'S LIABILITY.** (a) All personal property located or stored in the Premises shall be kept and stored at Tenant's sole risk and Tenant shall indemnify and hold harmless Landlord from and against any loss or damage to such property arising out of any cause whatsoever. Landlord shall not be liable except in the case of Landlord's direct negligence or willful misconduct, for any injury, damage or loss resulting from any accident or occurrence in or upon the Premises sustained by Tenant or any person claiming through Tenant.

(b) Landlord shall not be liable for any damages sustained by Tenant or anyone claiming through Tenant resulting from the action or inaction of the unit owners association, the managing agent or any of the agents or employees, whether negligent

or otherwise, or for the failure of any of them to provide heat, electricity, water, sewer or other services. Landlord agrees to use its best efforts to obtain from the unit owners association on behalf of Tenant, upon request, all services to which Landlord is entitled as owner of the unit.

5. **COMPLIANCE WITH CONDOMINIUM INSTRUMENTS.** Tenant's right to use and occupy the Premises shall be subject and subordinate in all respects to the provisions of the Declaration of Condominium and By-Laws ("Condominium Instruments") and to such other rules and regulations as the Board of Managers of the unit owners association may from time to time promulgate ("Rules and Regulations"). Failure to comply with the provisions of the Condominium Instruments or the Rules and Regulations shall constitute a material breach of this Lease. This Lease grants Tenant a leasehold estate in the Premises for the Lease Term specified together with a license granting Tenant, for such Lease Term, Landlord's rights to use the common elements and common facilities of the Condominium (excluding without limitation membership rights in the unit owners association), provided that Tenant and Tenant's family, permittees, licensees, employees and agents exercise such license in accordance with the provisions of the Condominium Instruments and Rules and Regulations. Tenant shall indemnify and hold harmless Landlord from and against any damages, direct or indirect, incurred by Landlord as a result of the noncompliance by any of the aforesaid persons with the provisions of any of the Condominium Instruments, Rules and Regulations, or any other covenant of this Lease.

6. **MAINTENANCE.** Tenant shall keep the Premises neat, clean and sanitary, dispose of all rubbish, garbage and other organic or flammable waste in a clean, safe and sanitary manner. Tenant shall use and operate all electrical, gas, plumbing and heating fixtures and appliances in accordance with the operating instructions in a safe manner, shall provide all appropriate maintenance for such equipment and in the event the plumbing in the Premises is obstructed due to the negligence of Tenant or Tenant's family, permittees, licensees, employees or agents, shall pay the cost of clearing such obstruction immediately upon presentation of the bill to Tenant by Landlord. Tenant shall not permit any person to destroy, deface, damage, impair or remove any part of the Premises or the facilities and appurtenances thereto, and shall not himself do any such thing. Tenant shall, at his own expense, furnish and replace all light bulbs, fuses and faucet washers as needed. Tenant shall promptly report any defect, damage or breakage in the structure, equipment or fixtures to landlord and, in the absence of Landlord, to the unit owners association. Tenant will be held responsible for any damage to the Premises caused by any negligence on the part of Tenant. Tenant shall be responsible for such items as caulking around tubs and in showers, stoppage of water closets and drains, etc. Tenant shall not refinish or shellac wood floors, if any, and shall keep any such floors waxed with paste wax. Tenant shall keep any carpeting on the Premises clean and in good condition. Any repairs made necessary due to the negligence by acts of commission or omission of Tenant, his family guests, employees, or pets shall be paid for by Tenant, but Tenant shall not order repairs on or about the Premises without prior approval from Landlord.

7. **INSPECTION AND REPAIR.** Landlord, its agents or employees and mechanics authorized by Landlord or the unit owners' association or managing agent, shall and may, from time to time, at all reasonable hours, without notice to Tenant, enter in and upon the Premises to render services and make adjustments in connection therewith, customary or necessary in the construction, remodeling, or in the maintenance of the Premises and for all other proper purposes. Upon 2 hours prior notice to Tenant, Landlord shall have the right, during the Lease Term to show the Premises to prospective tenants and to show the Premises to prospective purchasers; and during the last ten days of the Lease Term shall have free access to the Premises in order to make repairs or redecorate same for the incoming tenant or purchaser should Landlord deem this action necessary. Landlord shall retain a key to the premises.

8. **ALTERATIONS.** Tenant will not remodel or make any structural changes, alterations, additions or decorations to the Premises; will not paper, paint or decorate; nor install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerating or cooking units, radio or television antennae; nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted), nor change the existing locks of the Premises, without the prior written permission of Landlord.

9. **REQUIRED ALTERATIONS.** If at any time during the Lease Term or any extension, renewal or holdover term, Landlord should be required by any governmental authority, the unit owners' association or the managing agent to make repairs, alterations or additions to the Premises occasioned by the use which Tenant makes of the Premises, Tenant agrees to make such repairs, alterations or additions in a first-class manner at Tenant's cost and expense, and if Tenant shall fail to make such repairs, alterations or additions, Landlord shall have the right to terminate this Lease and to possession of the Premises by serving on Tenant not less than thirty days written notice to vacate.

10. **USES.** The Premises will be used solely as a dwelling to be occupied by no more than the number of persons set forth above, including children, and for no other purpose. No person other than Tenant and the members of the immediate family of Tenant shall be permitted to occupy the Premises without the prior written consent of Landlord; provided, however, that occasional visits of guest not to exceed two weeks during any consecutive twelve-month period without prior written consent of Landlord, are permitted. Tenant will not use or allow the Premises to be used for any disorderly or unlawful purposes or in any manner offensive to others and Tenant will comply with all applicable laws and ordinances.

11. **UTILITIES.** Heat and electricity shall be included in the monthly rent as will water and trash. Tenant provides for own cable and telephone.

12. **PARKING/STORAGE.** Tenant shall have the right under this lease to use the parking space and storage space appurtenant to Landlord's unit, if any, in compliance with the provisions of the Condominium Instruments and Rules and Regulations of the

Condominium so long as the Tenant is not then in default under this Lease. Should Landlord be required to pay additional assessments or fees relating to such parking space or storage space, Tenant shall reimburse Landlord for such fees with the monthly payment of rent: NO PARKING AVAILABLE.

13. **PETS.** Tenant shall not keep pets of any kind on the Premises.

14. **SUBLET.** Tenant shall not assign this Lease or sublet the Premises or any portion thereof, or transfer possession or occupancy thereof to any other person or persons without prior written consent of Landlord.

15. **DEFAULT.** Upon: (a) Violation by Tenant of any of the provisions and agreements herein contained; (b) failure of Tenant to pay the rent when due and payable; (c) if Landlord shall at any time deem the tenancy of Tenant undesirable by reason of objectionable or improper conduct on the part of Tenant, Tenant's family, permittees, licensees, employees, or agents, or causing annoyance to other occupants of the Condominium, which results in complaints to Landlord by the unit owners association, managing agent, other unit owners or any governmental authority; or (d) should Tenant occupy the Premises in violation of the Condominium Instruments or Rules and Regulations, then and in any of such events, at the option of Landlord this Lease shall forthwith cease and determine and shall operate as a notice to quit, any notice to quit as required by law, in each event being hereby expressly waived, and Landlord may thereupon proceed to recover possession of the Premises in accordance with the provisions of the law regulating proceedings in cases between Landlords and tenant, and when such possession is obtained Landlord may at the option of Landlord re-rent the Premises at the risk and cost of the defaulting Tenant, whose default in no instance shall relieve him of liability for the difference between the rent herein reserved and the rent actually received by Landlord during the term remaining after such default occurs.

16. **BANKRUPTCY.** In the event Tenant is adjudicated a bankrupt or makes an assignment for the benefit of creditors, this Lease, at the option of Landlord, shall forthwith cease and determine, and the Premises shall be surrendered to Landlord, who hereby reserves the right to forthwith re-enter and repossess the Premises.

17. **SURRENDER.** Tenant will, upon termination of this Lease, surrender the Premises and all fixtures and equipment of Landlord therein in good, clean and operating condition, in the same condition as when received, ordinary wear and tear excepted. Tenant shall at the time of vacating the Premises, clean the Premises, including without limitation the stove and refrigerator, and remove all trash from the Premises. If such cleaning and removal of trash is not accomplished by Tenant, action deemed necessary by Landlord to accomplish the same may be taken by Landlord at Tenant's expense. Upon vacating the Premises Tenant shall deliver all keys thereto to Landlord within twenty-four hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

18. **HOLDOVER.** If Tenant shall remain in possession of the Premises at the expiration of the Lease Term, Tenant shall become a tenant by the month at the daily rental of \$50.00 per day to be paid as aforesaid, and Tenant shall be subject to all of the agreements and conditions herein contained. Either party shall give to the other at least thirty days written notice of any intention to terminate this Lease during any extension, renewal or holdover term.

19. **DESTRUCTION.** If the Premises shall be damaged or destroyed by reason of fire or other casualty not resulting from the negligence of Tenant or Tenant's family, permittees, licensees, employees or agents, and as a result thereof shall be uninhabitable, the rent provided herein shall be suspended until the Premises shall have been restored to a habitable condition; provided, however, that Landlord may notify Tenant that Landlord does not intend to repair the Premises, in which event this Lease shall terminate and neither party shall have further liability to the other. If, however, such damage or destruction does not render the Premises uninhabitable, Landlord shall promptly undertake to repair the same, in which event this Lease shall remain in full force and effect without any abatement of rent. Landlord shall not be liable to Tenant for failure to repair caused by actions not within Landlord's control, such as actions of the unit owners association, managing agent or governmental or other authorities.

20. **CONDEMNATION.** In the event that the Premises or any part thereof (other than common elements, the taking of which does not prevent continued occupancy of the Premises) is taken by any authority exercising the power of eminent domain, this Lease shall terminate as of the date possession shall be taken by the condemnor. Tenant waives all claims against Landlord or any condemning authority by reason of the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award which Landlord may receive, hereby relinquishing all interest therein to Landlord.

21. **WAIVER.** No waiver by Landlord of one breach of any covenant of agreement herein contained shall be construed to be a waiver of the covenant or agreement itself, or of the subsequent breach thereof. Acceptance of the rent or acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

22. **ATTORNEY'S FEES.** If Landlord employs an attorney because of the violation of any covenant, agreement or provision of this Lease, Tenant shall pay such attorney's fees and incidental costs of collection.

23. **SUBORDINATION.** This Lease is and shall remain subject and subordinate to all mortgages or deeds of trust now or hereafter affecting the Premises or the building in which the Premises are located. Although the subordination provisions of this section shall be deemed automatic, Tenant shall within five days after demand execute any and all instruments requested by Landlord to evidence such subordination, and upon Tenant's failure to do so Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute such instruments for and on behalf of Tenant.

24. **AGENCY.** If Landlord appoints an agent to manage the Premises and collect the rent due under this Lease, Landlord may authorize the agent to act for Landlord under the terms of this Lease and Tenant shall in all cases comply with the reasonable exercise by the agent of any and all of Landlord's rights under this Lease.

25. **NOTICE.** Any notice provided for or permitted by this Lease to be given by one party to the other may be given sufficiently for all purposes in writing, mailed as registered or certified United States mail, postage prepaid, addressed to the party to be notified at such party's address as set forth herein or the last address designated by such party in writing to the other, or delivered personally within the greater Chicagoland area to Landlord or Tenant as the case may be, and shall be deemed conclusively to have been given on the date of such mailing or personal delivery.

26. **MISCELLANEOUS.** The conditions and agreements contained herein to be performed by the respective parties, are binding on, and may be legally enforced by, the parties, their heirs, executors, administrators, successors, and assigns, respectively. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Lease or in any way affect its provisions. Landlord and Tenant hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other arising out of this Lease. This Lease embodies the final and entire agreement and understanding between the parties, supersedes all prior negotiations, agreements and understandings, and neither Landlord or Tenant nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written not herein contained. Any provision of this Lease may be modified, waived or discharged only by an instrument in writing signed by the party against which enforcement of such modification, waiver or discharge is sought. Feminine or neuter pronouns shall be substituted for those of the masculine form and the plural shall be substituted for the singular number in any place herein which the context may require such substitution. Tenant shall acknowledge and recognize as Landlord any assignee or transferee of this Lease. The provisions of this Lease are severable and the invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

27. **COUNTERPARTS.** This Lease may be executed in any number of counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument. One copy of the fully executed Lease shall be delivered by Landlord to the unit owners association at least ten days prior to occupancy by Tenant.

28. **ADDITIONAL TERMS.**

(a) In the event the property is sold at a foreclosure sale to a third party, either party may terminate the Agreement by providing thirty (30) days written notice to the other party.

(b) Should the mortgagee obtain possession of the premises through a mortgage foreclosure action, Landlord shall have the right to assign this lease to mortgagee, or terminate this lease as aforesaid.

(c) Late fee's will be assessed on the 5th day of the month at a rate of \$10.00 per day.

29. OWNER'S RIGHT TO MARKET.

The unit Owner of Record reserves the right to market for purposes of selling the unit and will allow for property viewing by supplying a 48 hour notice to tenant. Unit keys will be maintained at the Door Station for said marketing purposes.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the date first written above.

LANDLORD:

By [Signature] Agent FOR AND ON BEHALF OF
Wesley Court CONDOMINIUM
ASSOCIATION

Title: Agent Reliable Management Realty LTD
Address: 711 South Boulevard Oak Park IL 60302
(708) 386-5400

TENANT(s):

[Signature]

Address: 415 Wesley
O. P. I. H. 60302