

REAL-T-PROPERTIES AND ASSOCIATES, INC.

UNIT LEASE

DATE OF LEASE	BEGINNING	ENDING	MONTHLY RENT	*SECURITY DEPOSIT

*If none, write "NONE". Paragraph 2 of this Lease then INAPPLICABLE.

LESSEE

NAME:

UNIT NO.
ADDRESS:

LESSOR

NAME: Real-T-Properties & Associates, Inc.
As Agent
BUSINESS 946 Ogden Avenue – Suite 3
ADDRESS: Downers Grove, IL 60515
630-769-0800

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

ADDITIONAL COVENANTS AND AGREEMENTS (if any)

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”, monthly in advance, until the termination of the lease, at the Lessor’s address stated above or such other address as Lessor may designate in writing. The first payment is due on or before and subsequent payments on the first day of each succeeding month.
- 2. SECURITY DEPOSIT,** Lessee has deposited with Lessor the Security Deposit stated above the performance of all covenants and agreements of Lessee hereunder. Lessor may apply all or any portion thereof in payment of any amounts due to 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 matters and payment of all amounts due by Lessee, 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. If the building in which Premises are located (the “Building”) is sold or otherwise transferred, Lessor may transfer or assign the Security Deposit to the purchaser to transferee of the Building, who shall thereupon be liable to Lessee for all of the Lessor’s obligations hereunder, and Lessee shall look thereafter solely to such purchaser or transferee for return of the Security Deposit and for other matters (including any interest or accounting) relating thereto.
- 3. CONDITION OF PREMISES; REDELIVERY TO LESSOR.** Lessee has examined and knows the condition of Premises and has received the same in good order and repair except as herein otherwise specified, and no representations as to the condition or repair thereof have been made by Lessor his agent prior to, or at the execution of this lease, that are not herein expressed or endorsed hereon; and upon the termination of this lease in any way, Lessee will immediately yield up Premises to Lessor in as good condition as when the same were entered upon by Lessee, ordinary wear and tear only excepted, and shall return all keys to Lessor.

Initials

Initials

4. LIMITATION OF LIABILITY. Except as provided by Illinois statute, Lessor shall not be liable for any damage occasioned by failure to keep Premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting, leaking or running of any cistern, tank, wash-stand, water-closet, water-closet, or waste-pipe, in, above, upon or about the Building or Premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door or otherwise, nor for damages to Lessee or others claiming through lessee for any loss or damage of or to property wherever located in or about the Building or Premises, nor for any damage arising from acts or neglect of co-tenants or other occupants of the Building, or of any owners or occupants of adjacent or contiguous property.

5. USE; SUBLET; ASSIGNMENT. Lessee will not allow Premises to be used for any purpose that will increase the rate of the insurance thereon, nor for any purpose other than that hereinbefore specified, nor to be occupied in whole or in part by any other persons, and will not sublet the same, nor any part thereof, nor assign this lease, without in each case the written consent of the Lessor first had, and will not permit any transfer, by operation of law, of the interest in Premises acquired through this lease, and will not permit Premises to be used for any unlawful purpose that will injure the reputation of the same or of the Building or disturb the tenants of the building or the neighborhood.

6. USE AND REPAIR. Lessee will take good care of the apartment demised and the fixtures therein, and will commit and suffer no waste therein; no changes or alterations of the Premises shall be made, nor partitions erected, nor walls papers, nor locks on doors installed or changed, without the consent in writing of Lessor; Lessee will make all repairs required to the walls, ceiling paint, plastering, plumbing work, pipes and fixtures belonging to Premises, whenever damage or injury to the same shall have resulted from misuse or neglect; no furniture filled or to be filled wholly or partial with liquids shall be placed in the Premises without the consent in writing of Lessor; the Premises shall not be used as a "boarding" or "lodging" house, nor for a school, nor to give instructions in music, dancing or singing, and none of the room shall be offered for lease by placing notices on any door, window or wall of the Building, nor by advertising the same directly or indirectly, in any newspaper or otherwise, nor shall any signs be exhibited on or at any windows or exterior portions of the Premises or of the Building without the consent in writing of Lessor; there shall be no lounging, sitting upon, or unnecessary tarrying in or upon the front steps, the sidewalk, railing, stairways, halls, landing or other public places of the Building by Lessee, members of the family or other persons connected with the occupancy of Premises; no provisions, milk, ice, marketing, groceries, furniture, packages or merchandise shall be taken into the Premises through the front door of the Building except where there is no rear or service entrance; cooking shall be done only in the kitchen and in no event on porches or other exterior appurtenances; Lessee and those occupying under Lessee, shall not interfere with the heating apparatus, or with the lights, electricity, gas, water or other utilities of the Building; use of any master television antenna hookup shall be strictly in accordance with regulations that Lessor or Lessor's agent; Lessee and those occupying under Lessee shall comply with and conform to all reasonable rules and regulations that Lessor or Lessor's agent may make for the protection of the Building or the general welfare and the comfort of the occupants thereof, and shall also comply with and conform to all applicable laws and governmental rules and regulations affecting the Premises and the use and occupancy thereof.

7. ACCESS. Lessee grants Lessor free access to the Premises at all reasonable hours for the purpose of examining the same or to make any needful repairs which Lessor may deem fit to make for the benefit of or related to any part of the Building. Lessee also hereby grants permission to Lessor to show, and to new rental applicants to inspect the apartment at reasonable hours of the day, within sixty days of the expiration of this term of the lease. Lessee will allow Lessor to have placed upon the Premises, at all times, notice of "For Sale" and "To Rent" and will not interfere with the same.

8. RIGHT TO RELET. If Lessee shall abandon or vacate the Premises, the same may be re-let 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.

9. 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, or 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 1/15th of monthly rent 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, and in such case if a specific per diem rental shall not have been inserted herein at (c), such per diem shall be one-fifteenth of the monthly rental specified under Section 1 of this lease. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession of Lessee.

10. RESTRICTIONS ON USE. Lessee will not permit anything to be thrown out of the windows, or down the courts or light shafts in the Building; nothing shall be hung from the outside of the windows or placed on the outside window sills of any window in the Building; no parrot, dog or other animal shall be kept within or about the Premises; the front halls and stairways and the back porches shall not be used for the storage of carriages, furniture or other articles.

11. WATER AND HEAT. The provisions of subsection (a) only hereof shall be applicable and shall form a part of this lease unless this lease is made on an unheated basis and that fact is so indicated on the first page of this lease, in which case the provisions of subsection (b) only hereof shall be applicable and form a part of this lease.

(a) Lessor will supply hot and cold water to the Premises for the use of Lessee at all faucets and fixtures provided by Lessor therefor. Lessor will also supply heat, by all means of the heating system and fixtures provided by Lessor, in reasonable amounts and at reasonable hours, when necessary, from October 1 to April 30, or otherwise as required by applicable municipal ordinance. Lessor shall not be liable or responsible to Lessee for failure to furnish water or heat when such failure shall result from causes beyond Lessor's control, nor during periods when the water and heating systems in the Building or any portion thereof are under repair.

(b) Lessor will supply cold water to the Premises for the use of Lessee at all faucets and fixtures provided by Lessor therefor. Lessor shall not be liable or responsible to Lessee for failure to furnish water when such failure shall result from the causes beyond Lessor's control, nor during periods when the water system in the Building or any portion thereof is under repair. All water heating and all heating of the Premises shall be at the sole expense of Lessee. Any equipment provided by Lessee therefor shall comply with applicable municipal ordinances. Metered water expense shall be the responsibility of Lessee.

12. STORE ROOM. Lessor shall not be liable for any loss or damage of or to any property placed in any store room or any storage place in the Building, such store room or storage place being furnished gratuitously and not as part of the obligations of this lease.

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. NO RENT DEDUCTION OR SET OFF. Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this lease, Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

15. RENT AFTER NOTICE OR SUIT. It is further agreed, by the parties hereto, that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, 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.

16. PAYMENTS OF COSTS. Except as provided by Illinois law, Lessee will 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. RIGHTS AND CUMULATIVE. The rights and remedies of Lessor under this lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.

18. FIRE AND CASUALTY. In case the Premises shall be rendered untenable during the term of this lease by fire or other casualty. Lessor at his option may terminate the lease or repair the Premises within 60 days thereafter. If Lessor elects to repair, this lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have repaired the Premises within said time, then at the end of such time the term hereby created shall terminate. If this lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or other casualty.

19. SUBORDINATION. This lease is subordinate to all mortgages which may now or hereafter affect the real property of which Premises form a part.

20. PLURALS; SUCCESSORS. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "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.

21. SEVERABILITY. Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease.

22. COMPLIANCE WITH LAWS, STATUTES, ORDINANCES, AND COMPLEX RULES AND REGULATIONS. The parties to this lease acknowledge that the terms of this lease may be inconsistent with the laws, statutes or ordinances of the jurisdiction in which the Premises are located, and where inconsistent, those terms may be superseded by the provisions of such laws, statutes or ordinances. To the extent the provisions of such laws, statutes or ordinances supersede the terms of this lease, such provisions are hereby incorporated into the terms of this lease by this reference, and the parties to this lease agree to refer to such provisions and to be bound thereby. Lessee further agrees to be bound by the Rules & Regulations set forth in the Riders to this lease as well as such other Rules & Regulations hereafter adopted by the Lessor.

23. RIDER 206. If items need cleaning at termination of lease, a fee will be deducted from the security deposit.

Remove all contents of apartment – boxes, papers, hangers, etc.	\$35.00
Remove any hardware from the walls – Spackle all holes	\$35.00
Bathroom Floors – Wash and wax	\$65.00
Kitchen floors – Wash and wax	\$65.00
Carpet cleaning per level	\$195.00
Radiators – Clean all covers	\$45.00
Closets–Clean and sweep out,remove all hangers and debris–Wipe doors down	\$35.00
Windows – Wash all inside apartment and leave locked	
Patio window – Wash inside and outside and leave locked	\$60.00
Range/oven and broiler – Clean inside and outside – Clean under all burners	\$85.00
Bathroom – Clean toilet, tub, sink, faucets, medicine cabinet, mirrors and Shower walls	\$75.00
Bathroom vanity – Clean drawers, cabinet and top – inside and outside	\$35.00
Refrigerator – Clean out and defrost – Clean inside and outside	\$45.00
Hood vent – Clean inside and outside – Clean filter	\$35.00
Dishwasher – Clean inside and outside	\$35.00
Cabinets and countertops – Clean drawers and cabinets inside and outside	
Clean countertops	\$35.00
Lights – Clean all fixtures and covers Each -	\$10.00
Lights – Replace missing and burned out bulbs	Each - \$ 2.00
Ceiling fans – Clean light fixture and all blades	Each - \$35.00
Blinds – Clean all blinds, vanes and rods	\$45.00
Patio/balcony – Clean and sweep	\$20.00
Utility closet – Clean and sweep – Wipe down washer and dryer	\$20.00
Mailbox key	\$50.00
Apartment and building keys	Each - \$45.00
Garage Door Openers	Each - \$75.00
Carbon Monoxide Alarm Detector	Each \$95.00

Leave keys and forwarding address on kitchen counter. Leave no residue from cleaners, dirt, dust, grease, grime, crumbs, etc.

The above list is for your convenience only and not to be construed as all-inclusive.

Initials

Initials

24. RIDER 207.

- 1) All windows must have white blinds to preserve uniformity of external appearance.
- 2) There shall be no barbecuing on balconies. No storage of barbecues on balcony.
- 3) No waterbeds shall be permitted in the leased apartment unless approved by Lessor in writing, with a deposit and insurance policy covering same.
- 4) At the expiration of this lease \$195.00 per level will be deducted from the tenant's security deposit for carpet cleaning. Tenant will also be responsible for any carpet replacement costs resulting from burns, spots or odors not coming out of carpet in addition to cleaning costs.
- 5) Lessee agrees to give Lessor sixty (60) days written notice prior to expiration of lease term to not renew this Lease, otherwise the security deposit will be forfeited.
- 6) Lessee shall seek written approval from Lessor prior to making any alteration of walls, floors or ceilings in the leased apartment.
- 7) Lessee shall not affix anything to the kitchen cabinets or vanities in the leased apartment.
- 8) Lessee shall not place anything in the common areas of the apartment building. Personal articles are to be stored in your storage locker or your apartment only. There will be a \$75.00 charge for the return of any item confiscated by Lessor in violation of this provision.
- 9) Lessee shall not engage in the repairing, maintenance or washing of any motor vehicles in any parking lot on the premises.
- 10) Lessee understands and agrees the parking facilities for the entire community will be on a first come, first served basis.
- 11) Lessee agrees to pay all rent payments under the herein Lease on or before the first day of each month.
- 12) Lessee understands and agrees that Lessee's security deposit will be forfeited if lessee vacates the Premises prior to termination. Under no circumstances will the security deposit be used for the last month's rent.
- 13) Lessee understands and agrees that all cars will be towed away at Owner's expense if illegally parked; e.g. on grassy areas, blocking other parking spaces, blocking sidewalk or fire lanes or if vehicle is in obvious disrepair.
- 14) Lessee understands and agrees that they are responsible for any damage to buildings or grounds caused by themselves; their families or guests; and that Lessor reserves the right to prosecute them to the full extent that the law permits.
- 15) Lessee understands and agrees that no pet can be housed within the leased apartment without first securing the written consent of Lessor and the Lessee's execution of a pet Rider.
- 16) Lessee understands and agrees that all Lessees, their families and guests must comply with Building and Building Complex Rules & Regulations and that posting of said rules in a conspicuous place within the building complex shall charge them with knowledge of said rules. Violation of any of said rules & regulations shall be a default under the provisions of this lease.
- 17) Any posting of the notices in the Building or Complex, by tenants will result in a penalty of \$25.00 minimum fine. The fine will be subtracted from your deposit.
- 18) Lessee understands that no signs (for rent, Apartment sale, garage sale, etc.) are allowed.
- 19) LATE CHARGES: IF NOT RECEIVED BY THE 1ST\$25.00
IF NOT RECEIVED BY THE 5TH\$50.00/And a five-day notice will be served
IF NOT RECEIVED BY THE 10TH\$10.00/Each day it is late
- 20) RETURNED CHECKS: If checks are returned for any reason other than certifiable bank error, there will be a \$50.00 charge, and all remaining rents to be paid by cash, certified check or cashier's check, in addition the \$50.00 late charge will apply – total \$100.00.
- 21) Key to be returned by noon of the last day of the month, at termination of lease. If not, there will be charges of apartment keys @ \$45.00 each lock; and mailbox key @ \$50.00.
- 22) No vehicle larger than those requiring a "B" license plate or business vehicles with signs, lettering, or ladders will be parked in the parking lots at any time, except those on a bona fide service call; and Lessee understands that there will be no trailer, buses, camper trailers, boats or storage trailers allowed in complex. Any of the above will be towed away at Lessee's expense.
- 23) Lessee understands and agrees that Rider 201 is to be completed, signed and returned no later than one week after move in and if not, all deficiencies, repairs and cleaning will be charged to lessee at move out.
- 24) Lessee understands that all riders attached to lease supersede lease provisions.
- 25) Whenever in this rider the context so permits, the use of the plural shall include the singular, the singular the plural, and any gender shall be deemed to include all genders.
- 26) Lessee understands and agrees that any tampering with any smoke detector, carbon monoxide alarm detector, fire alarm or fire suppression system constitutes a breach of this lease and shall be responsible for any loss, cost, damages or fines.
- 27) Lessee understands and agrees to maintain the smoke detector & carbon monoxide alarm detector in the apartment with functioning batteries.

- 28) Lessee understands that if smoke detector or carbon monoxide alarm detector is broken it is their responsibility to contact building owner or manager to have the unit replaced.
- 29) Lessee understands that any lost or misplacement of keys where lessor or manager is called to regain entry is subject to a minimum fee of \$35.00 per call.
- 30) Lessee understands and agrees that lease occupancy under this lease ends at 12 noon on the last day and tenant will vacate and surrender keys on or before that time.
- 31) No carpeting or covering of any kind is to be put on any balcony.
- 32) No bikes, garbage cans, boxes or apartment furniture are to be kept on balcony.
- 33) Paint - Lessee understands and agrees that they will be charged \$495.00 per level after one year of occupancy, \$247.50 per level after two years of occupancy. After three years of occupancy there is no painting charge.
- 34) No satellite dish shall be installed without Lessor's written approval.
- 35) No occupant may install or permit the installation or use of a clothes washer or dryer without prior written approval of the Lessor.
- 36) Lessee agrees to act in a manner that will not disturb any tenant in the peaceful enjoyment of their apartment.
- 37) Lessee agrees that the apartment shall be occupied solely for the residential purposes by Lessee and those other persons specifically listed in the application of this lease.
- 38) Lessee agrees that if this lease is for a one-bedroom apartment, no more than two people will occupy the apartment, if this lease is for a two-bedroom apartment, not more than three people will occupy the apartment and if this lease is for a three-bedroom, no more than four people will occupy the apartment. Violation of the occupancy restriction shall constitute a breach of the lease.
- 39) No interest is due or payable on this Security Deposit, unless required by statute.
- 40) Lessor may, at his sole discretion, accept a partial payment of rent, but is not obligated to do so. Lessee understands and agrees all funds paid will be posted to delinquent rent and/or charges first, balance, if any will be posted against current obligations. Current obligations not paid 100% will incur further late charges.

25. RIDER 208 - LEASE ADDENDUM FOR DRUG FREE HOUSING. In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

- 1) Tenant, any members of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including, drug-related criminal activity, on or near premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribute, or use, of a controlled substance [as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)].
- 2) Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including, drug-related criminal activity, on or near premises.
- 3) Tenant or members of the household will not permit the dwelling unit to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- 4) Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near premises or otherwise.
- 5) Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near premises.
- 6) VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR THE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.
- 7) In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
- 8) This Rider 208 is incorporated into the lease executed or renewed this day by Lessor and Lessee.

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

LESSEE

LESSOR:

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

ASSIGNMENT BY LESSOR

On this _____, 20_____, for the value received, Lessor hereby transfers, assigns and sets over to _____, all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____, 20_____.

_____(SEAL)

_____(SEAL)

GUARANTEE

On this _____, 20_____ in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreement of the above Lease.

_____(SEAL)

_____(SEAL)

DATE OF LEASE	BEGINNING	ENDING	MONTHLY RENT	*SECURITY DEPOSIT