

# APARTMENT LEASE

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DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT
	BEGINNING	ENDING		
	10/1/09	9/30/10	\$ 890 <sup>00</sup>	

ADDITIONAL CHARGES AND FEES				
Late Charge \$ <u>5%</u>	Returned Check Charge \$ <u>30</u>	Rerletting Charge \$ _____	Parking Fee \$ _____	Laundry Room Fee \$ _____
Social Security No. _____	Storage Fee \$ _____	_____	_____	_____

\*IF NONE, WRITE "NONE." Paragraph 5 of Lease Agreements and Covenants then INAPPLICABLE.

<p><b>TENANT</b> <u>Carlos Alberto Gonzalez</u></p> <p><b>TENANT</b> • <u>Jairo Bonica</u></p> <p><b>APARTMENT</b> • <u>Selman Bonica</u></p> <p><b>BUILDING</b> • <u>994 w Algonquin 6B</u></p> <p><b>CITY</b> • <u>Mount Prospect IL 60056</u></p>	<p><b>LESSOR</b> (Owner or agent authorized to manage the Apartment)</p> <p><b>NAME</b> • <u>PROSPECT COMMONS BLDG. NO. 8</u></p> <p><b>ADDRESS</b> • <u>1958 ALGONQUIN ROAD</u></p> <p><b>CITY</b> • <u>MT. PROSPECT, IL 60056</u></p> <p><b>PHONE</b> • <u>(847) 364-7368</u></p>
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In consideration of the mutual agreements and covenants set forth below and on the reverse side hereof (the same being fully included as part of this Lease) Lessor hereby leases to Tenant and Tenant hereby leases from Lessor for use in accordance with paragraph 8 hereof the Apartment designated above, together with the fixtures and accessories belonging thereto, for the above Term. All parties listed above as Lessor and Tenant are herein referred to individually and collectively as Lessor and Tenant respectively.

**ADDITIONAL AGREEMENTS AND COVENANTS (including DECORATING AND REPAIRS), if any.**

  
  
  
  
  

TENANT(S)	SIGNATURES	LESSOR(S)
<u>Carlos A. Gonzalez</u>	(SEAL) <u>Rachael Zepeda</u>	(SEAL)
<u>Jairo Bonica</u>	(SEAL)	(SEAL)
<u>Jairo B.</u>		

## LEASE AGREEMENTS AND COVENANTS

**1. RENT:** Tenant shall pay to Lessor at the above address (or such other address as Lessor may designate in writing) the monthly rent set forth above on or before the first day of each month in advance. The time of each and every payment of rent is of the essence of this Lease. To cover Lessor's added costs for late payments, the monthly rent set forth above shall be increased by the amount set forth above as "Late Charge" if paid after the 5th of the month. To cover Lessor's added costs for processing of checks that are dishonored or are returned due to insufficient funds in the account, the monthly rent shall be increased by the amount set forth above as "Returned Check Charge." Rent mailed in shall be deemed paid on date of receipt by Lessor.

**2. POSSESSION:** At the commencement of this Lease, Lessor shall deliver possession of the apartment to Tenant. Possession shall be deemed to have been delivered to Tenant on the day that Lessor either (A) actually delivers to Tenant keys to the Apartment or (B) makes available to Tenant at the office of the Building or at such other place as designated by Lessor keys to the Apartment. If Lessor fails to so deliver possession within 10 days from the date hereof, this Lease shall terminate unless reaffirmed in writing within an additional 5 days by Tenant. Upon such termination Lessor shall refund all prepaid rent and security, which shall be Tenant's sole remedy. It is understood that decorating, if any, to be performed by Lessor shall not be a condition precedent to possession or rent.

**3. APPLICATION:** The application for this Lease and all representations and promises contained therein are hereby made a part of this Lease. Tenant warrants that the information given by Tenant in the application is true. If such information is false, Lessor may at Lessor's option terminate this Lease by giving Tenant not less than 10 days prior written notice, which shall be Lessor's sole remedy.

**4. PROMISES OF THE PARTIES:** The terms and conditions contained herein shall be conclusively deemed the agreement between Tenant and Lessor and no modification, waiver or amendment of this Lease or any of its terms, conditions or covenants shall be binding upon the parties unless made in writing and signed by the party sought to be bound.

**5. SECURITY DEPOSIT:** Tenant has deposited with Lessor the Security Deposit in the amount set forth above for the performance of each and every covenant and agreement to be performed by Tenant under this Lease. Lessor shall have the right, but not the obligation, to apply the Security Deposit in whole or in part as payment of such amounts as are reasonably necessary to remedy Tenant's defaults in the payment of rent or in the performance of the covenants or agreements contained herein. Lessor's right to possession of the Apartment for non-payment of rent or any other reason shall not be affected by the fact that Lessor holds security. Tenant's liability is not limited to the amount of the Security Deposit.

Lessor shall give Tenant written notice of the application of the Security Deposit or any part thereof within thirty (30) days of said application. If the application is on account of maintenance, repairs or replacements necessitated by Tenant, said notice shall include the estimated or actual cost of the same, attaching estimates or paid receipts. Upon receipt of said notice, Tenant shall at once pay to Lessor an amount sufficient to restore the Security Deposit in full. Upon termination of this Lease, full payment of all amounts due and performance of all Tenant's covenants and agreements (including surrender of the Apartment in accordance with Paragraph 15), the Security Deposit or any portion thereof remaining unapplied shall be returned to Tenant in accordance with applicable law.

**D.** It is, however understood and agreed that buildings are physical structures subject to aging, wear, tear, abuse, inherent defects, and numerous forces causing disrepair or breakdown beyond Lessor's reasonable control, and that components and skilled workmen are not always immediately available. It is further understood and agreed that for the most part Lessor's costs of operation are fixed and unavoidable and to permit rent abatement or damages to Tenant would create an intolerable burden on Lessor, other tenants and surrounding neighborhood. It is, therefore, understood and agreed that Lessor's delay in performing agreements set forth in Paragraph 6B, interruptions in services provided by Lessor, breakdowns of equipment or disrepair caused by (1) conditions caused by Tenant, members of Tenant's household, guests or other persons on the premises with Tenant's consent or other tenants; (2) Tenant's unreasonable refusal of or other interference with entry of Lessor or Lessor's workmen or contractors into the Apartment or Building for purposes of correcting defective conditions; (3) lack of reasonable opportunity for Lessor to correct defective conditions; (4) conditions beyond Lessor's reasonable control, including strikes or lockouts; (5) Lessor's not having actual knowledge of such defective conditions shall be an absolute defense in any action against Lessor for breach of covenant based upon the duties of Lessor to maintain the Apartment or Building; or (6) Lessor's having exercised due care but such defective condition(s) continue to persist, shall be an absolute defense in any action against Lessor for breach of covenant based upon the duties of Lessor to maintain the Apartment or Building. Lessor's failure or inability to make repairs or provide services in any of the just described circumstances shall in no event form the basis of any claim or setoff for damages against Lessor nor a basis for an abatement of rent nor a cause for termination of the Lease.

**E.** Nothing herein contained shall in the event of fire, explosion or other casualty, impose upon Lessor any obligation to make repairs which are more extensive or different from those required by the provisions of Paragraph 14 of this Lease (Fire & Casualty).

**7. UTILITIES:** Unless otherwise agreed in writing, if the Apartment is individually metered, payment to the utility company or authorized metering agency of the applicable charges for gas, electricity or water consumed by Tenant in the Apartment, including, if applicable, current used for electric heating, ventilation, air conditioning, hot water, etc., shall be Tenant's sole responsibility.

**8. TENANT'S USE OF APARTMENT:** The Apartment shall be occupied solely for residential purposes by Tenant, those other persons specifically listed in the application for this Lease, and any children which may be born to or legally adopted by Tenant during the Term hereof. Unless otherwise agreed in writing, guests of Tenant may occupy the Apartment in reasonable numbers for no more than three weeks each during each year of the Term hereof. Neither Tenant nor any of these persons shall perform nor permit any practice that may damage the reputation of or otherwise be injurious to the Building or neighborhood, or be disturbing to other tenants, be illegal, or increase the rate of insurance on the Building.

**9. TENANT'S UPKEEP:** Tenant covenants to perform the following obligations during the Term hereof: (A) maintain the Apartment and appurtenances in a clean, sanitary and safe condition; (B) dispose of all rubbish, garbage and other waste in a clean, sanitary and timely manner from the Apartment into the refuse receptacles provided; (C) properly use and operate all appliances, electrical, gas and plumbing fixtures; (D) not place in the Apartment or Building any furniture, electrical, plumbing, or other fixtures that are not intended for use in the Apartment or Building.

FAXED TO CCG 6306842692

CALLER 2/16/10 JUDY

FAX COPY OF LEASE TO 6306842692



An Exelon Company

Page 1 of 2

www.comed.com

Customer Service / Power Outage

English 1-800-EDISON1 (1-800-334-7661)

Account Number 4631213024
Name COLONIAL GREENS BUILDING 8
Service Location 1994-98W ALGONQUIN BD MOUNT PROSPECT
Phone Number 847-364-7368

Table with 2 columns: Description, Amount. Rows include Previous Balance (\$1,260.67), Total Payments - Thank You (\$116.15), Amount Due on August 26, 2010 (\$1,251.92)

APARTMENT LEASE

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FAX TO CCG 6306842692

Table with 4 columns: DATE OF LEASE, TERM OF LEASE (BEGINNING, ENDING), MONTHLY RENT, SECURITY DEPOSIT. Values: 10/1/09, 9/30/10, \$890.00

PLEASE

Table with 5 columns: Description, Amount. Rows include Late Charge \$ 5%, Returned Check Charge \$ 30, Relisting Charge \$, Parking Fee \$, Laundry Room Fee \$, Social Security No., Storage Fee \$

\*IF NONE, WRITE "NONE." Paragraph 5 of Lease Agreements and Covenants then INAPPLICABLE.

TENANT Carlos Alberto Gonzalez
TENANT Jairo Bonica
APARTMENT Selman Bonica
BUILDING 994 w Algonquin 6B
CITY Mount Prospect IL 60056
LESSOR NAME PROSPECT COMMONS BLDG. NO. 8
ADDRESS 1958 ALGONQUIN ROAD
CITY MT. PROSPECT, IL 60056
PHONE (847) 364-7368

READ THIS

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ADDITIONAL AGREEMENTS AND COVENANTS (including DECORATING AND REPAIRS), if any. 8/17/10
THIS LEASE IS FAXED TO YOU AS A PROOF 1994 W ALGONQUIN RD UNIT 6B MOUNT PROSPECT WAS RENTED AND THUS THE UNPAID ELECTRICAL BILLS OF THIS TENANT SHOULD NOT BE TRANSFERRED TO ACCT # 4631213024 PLEASE CANCEL THIS TENANTS UNPAID BALANCE FROM ACCT 4631213024 REMOVE ACCOUNT # 4631213024 PAYS ITS BILLS PROMPTLY. AND DOESN'T WANT TO HAVE ITS CREDIT IMPAIRED BY YOUR UNJUSTIFIED ACTION. THANK YOU

TENANT(S) SIGNATURES LESSOR(S)
KEANAS A. GONZALEZ (SEAL) Rafael Zapeda (SEAL)
Jairo B. (SEAL) (SEAL)

LEASE AGREEMENTS AND COVENANTS

- 1. RENT: Tenant shall pay to Lessor at the above address...
2. POSSESSION: At the commencement of this Lease, Lessor shall deliver possession of the apartment to Tenant...
3. APPLICATION: The application for this Lease and all representations and promises contained therein are hereby made a part of this Lease...

- D. It is, however, understood and agreed that buildings are physical structures subject to aging, wear, tear, abuse, inherent defects, and numerous forces causing disrepair or breakdown beyond Lessor's reasonable control...