

Timbrook Apartments
615 West Prairie Ave.
Decatur, IL 62522

LEASE AGREEMENT is made and entered into this 30 of Nov, 2018, by and between Timbrook Apartments hereinafter referred to as "Landlord" and Elisha Murphy, hereinafter referred to as "Tenant".

Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located at **615 W. Prairie Ave. Decatur, IL 62522 unit# 4** for the period commencing on the 1st day of Dec, 2018 and thereafter until the 1st day of Dec, 2019 at which time this Lease Agreement shall automatically renew each 6 month period unless terminated in writing. The Tenant is required to give the Landlord in writing a notice 1 month (30 days) in advance of his/her moving. Notice must be given on the first day of a month. If notice is given after the first day of the month, the 1 month (30 day) notice will not start until the following month. (The notice must be one full calendar month starting on the first day of a month.) Rent may be increased at any time after 6 months and the security deposit cannot be used for rent.

Tenant shall pay as rent the sum of **\$530.00 per month**, due and payable monthly, in advance, no later than 5:00 p.m. by the **first(1st) day of every month**. Tenant further agrees to pay a **late charge of \$ 10.00** for each day rent is not received after the fifth(5th) of the month to the Landlord regardless of the cause, including dishonored checks, time being of the essence. An additional Service Charge of **\$50.00** will be paid to Landlord for all **dishonored checks**.

Tenant agrees to accept the property in its current condition and to return it in "moving-in clean" condition, or to pay a special cleaning charge of **\$285.00** upon vacating the premises. The floors are to be professionally cleaned. If you prefer that we have the floors cleaned for you the charge will be billed to you. Floor cleaning cost are in addition to cleaning charge.

PETS ARE NOT ALLOWED.

Tenant agrees not to assign this Lease, nor to sublet any portion of the property, nor to allow any other person to live therein without first obtaining written permission from Landlord and paying the appropriate surcharge of \$100 per person per month. Further, it is agreed that covenants contained in this Lease, once breached, cannot afterward be performed, and that unlawful detainer proceedings may be commenced at once, without notice to Tenant.

Should any provision of this Lease be found to be invalid or unenforceable, the remainder of the Lease shall not be affected thereby and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law.

All rights given to Landlord by this Lease shall be cumulative to any other laws which might exist or come into being. Any exercise or failure to exercise by Landlord of any right shall not act as a waiver of any other rights. No statement or promise of Landlord or his agent as to tenancy, repairs, alterations, or other terms and conditions shall be binding unless reduced to writing and signed by Landlord.

Tenant will be responsible for payment of all utilities (electric and gas) or other bills incurred during the term of this Lease. Tenant specifically authorizes Landlord to deduct amounts of any unpaid bills from the Security deposit upon termination of this Agreement.

No rights of storage are given by this Agreement. Landlord shall not be liable for any loss of Tenant's property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased premises resulting from electrical failure, water, rain, windstorm, etc., which may cause issue or flow into or from any part of said premises or improvements, including pipes, gas lines, sprinklers, or electrical connections, whether caused by the negligence of Landlord, Landlord's contractors, agents, or by any other cause whatsoever. Tenant hereby agrees to make no claim for any such damages or loss against Landlord.

IMPROVEMENTS TO PROPERTY - Any improvements to the property made by tenant inside or outside must not be removed without written permission from the Landlord. This includes landscaping, scrubs, flowers, etc. Any interior improvements the tenant may have made to the property must also remain. Improvements such as but not limited to the following are installation of ceiling fans, book shelves, shelving, light fixtures, etc.

Any removal of Landlord's property without express written permission from the Landlord shall constitute abandonment and surrender of the premises and termination by the resident of this Agreement. Landlord may take immediate possession, exclude Tenant from property and store all Tenant's possessions at Tenant's expense pending reimbursement in full for Landlord's loss and damages.

Landlord has the right of emergency access to the leased premises at any time and access during reasonable hours to inspect the property or to show property to a prospective tenant or buyer. In the event that the property is sold, the lease/rental agreement between Landlord and Tenant is canceled on the date the new owner takes possession of property. Tenant has thirty days to vacate the property or sign new lease with new owner at new owner's option.

Tenant agrees to pay a **Security Deposit of \$500.00** to bind Tenant's pledge of full compliance with the terms of this agreement.

NOTE: SECURITY DEPOSIT MAY NOT BE USED TO PAY RENT!

Any damages not reported, will be repaired at Tenant's expense. Release of the SECURITY DEPOSIT, at the Option of the Landlord is subject to the provisions below:

- A. The full term of the Agreement has been completed.
- B. No damage to the premises, buildings, grounds is evident.
- C. The entire dwelling, appliances, closets, and cupboards are clean and free from insects, the refrigerator is defrosted and clean, the stove is to be clean including the racks and broiler pan, all windows are to be clean inside and outside, all debris and rubbish have been removed from the property, carpets have been commercially cleaned and odorless.
- D. All unpaid charges have been paid including late charges, delinquent rents, etc.
- E. All keys have been returned.
- F. A forwarding address for Tenant has been left with the Landlord. Within thirty (30) days after termination of the occupancy, the Landlord will mail the balance of the deposit to the address provided by Tenant in the names of all signatories hereto; or at the Option of the Landlord will impose a claim on the deposit and so notify the Tenant.

The acceptance by Landlord of partial payments of rent due shall not, under any circumstances, constitute a waiver of Landlord, nor affect any notice or legal proceeding in unlawful detainer theretofore given or commenced under state law. Acceptance of partial rent due or late payments does not create a custom nor constitute a continuing waiver of the obligation to pay on time. No payment by the tenant or receipt by the landlord of any amount of the monthly rent herein stipulated shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement on any check or any letter accompanying such payment of rent be deemed an accord and satisfaction, but the landlord may accept such a partial payment without prejudice to his rights to collect the balance of such rent.

If Tenant leaves said premises unoccupied for 15 days while rent is due and unpaid, Landlord is granted the right hereunder to take immediate possession thereof and to exclude Tenant therefrom; removing all Tenant's property contained therein and placing it into storage at Tenant's expense.

Payment of rent may be made by check until the first check is returned unpaid. Regardless of cause, no additional payments may afterwards be made by check. Rent must then be made by cash, cashier's check, money order or certified check.

Rent (except cash) may be mailed through the United States Postal Service to the Landlord's address of:

**Timbrook Apartments
357 S. Westdale Ave.
Decatur, IL 62522**

Any rents lost in mail will be treated as if unpaid until received by Landlord.

Tenant agrees, without protest, to reimburse Landlord for all actual and reasonable expenses incurred by way of Tenant's violation of any term or provision of this lease, including, but not limited to \$10.00 for each Notice to Pay, Notice to Quit or other notice mailed or delivered by Landlord to Tenant due to Tenant's non-payment of rent, all court costs and attorney's fees and all costs of collection. Both Landlord and Tenant waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Macon County, State of Illinois. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action accrued.

Tenant agrees to accept said dwelling and all of the furnishings as being in good and satisfactory condition unless a written statement of any objections is delivered to Landlord within three (3) days after resident takes possession. Tenant agrees that failure to file such statement shall be conclusive proof that there were no defects in the property. Tenant agrees not to permit any damage to the premises during the period of this agreement to woodwork, floors, walls, furnishings, fixtures, appliances, windows, screens, doors, lawns, landscaping, fences, plumbing, electrical, air conditioning and heating, and mechanical systems. Tenant specifically agrees that he/she will be responsible for, and agrees to pay for, any damage done by rain, wind, or hail caused by leaving windows open; overflow of water or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping whether caused by drought, abuse or neglect. Tenant agrees not to park or store a motor home, recreational vehicle or trailer of any type on the premises.

Tenant's obligations are as follows:

- A. Take affirmative action to ensure that nothing is done which might place Landlord in violation of applicable building, housing, zoning, and health codes and regulations.
- B. Keep the dwelling clean and sanitary, removing garbage and trash as it accumulates, maintaining plumbing in good working order to prevent stoppages and leakage of plumbing fixtures, faucets, pipes, etc.
- C. Operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances in a reasonable, safe manner.
- D. Assure that property belonging to Landlord is safeguarded against damage, destruction, loss, removal, or theft.
- E. Conduct himself, his family, friends, guests, visitors in a manner which will not disturb others.
- F. Allow the Landlord or his agent access to the premises for the purpose of inspection, repairs, or to show the property to someone else at reasonable hours, and to specifically authorize unannounced access anytime rent is late, or this Agreement is terminated or for pest control, maintenance estimates, serving legal notices, or emergencies.
- G. Comply with all provisions of this Agreement, particularly with respect to paying the rent on time and caring for the property. Tenant warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this Agreement and loss of all deposits.

No additional locks will be installed on any door without written permission from the Landlord. Landlord is to be provided duplicate keys for all locks so installed at Tenant's expense within 24 hours of installation of said locks.

In the event repairs are needed beyond the competence of the Tenant, Tenant is urged to contact the Landlord. All **maintenance of \$20.00** or less shall be paid by Tenant. As much as possible, Tenant should refrain from contacting the Landlord or his agent except for emergencies, or for expensive repairs. Tenant warrants that any work or repairs performed by him/her will be undertaken only if he/she is competent and qualified to perform it. Tenant will be totally responsible for all activities to assure that work is done in a safe manner which will meet all the applicable codes and statutes. Tenant further warrants that he will be accountable for any mishaps and/or accidents resulting from such work, and will hold the Landlord free from harm, litigation, or claims of any other person.

Tenant is responsible for all plumbing repairs including faucets, leaks, stopped up pipes, frozen pipes, water damage, and bathroom caulking. Appliances in the unit at date of lease per the attached Exhibit "A", are loaned, not leased to Tenant. Maintenance of appliances is the responsibility of Tenant who will keep them in good repair. Tenant is responsible for all glass, screen, and storm door repairs. No money is to be deducted by Tenant from rent payment for any reason without express written permission of Landlord. Tenant will be required to maintain smoke detectors. Any new batteries are tenant responsibility. If you have any questions about smoke detectors, you should call the Landlord promptly.

All parties agree that termination of this Agreement prior to termination date will constitute breach of the tenancy and all Security Deposits and one full month's rent shall be forfeited in favor of Landlord as liquidated damages plus you will be charged the cost of restoring the property to rental condition plus advertising and rent loss incurred until the new resident moves in. Your liability for rent loss is limited to thirty (30) days after restoration is complete.

From time to time, owner may be represented by an agent who will carry identification.

In this Agreement the singular number where used will also include the plural, the masculine gender will also include the feminine, the term Landlord will include, Owner or Lessor; and the term Tenant(s) will include Resident, Lessee or Renter.

Unless specifically disallowed by law, should litigation arise hereunder, service of process therefore may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

TENANT agrees to send all notices to Landlord or Property Manager in writing by certified mail, return receipt requested. This is the only form of notice permitted in a court hearing as evidence of notice given.

The Tenant was asked if he/she could speak, read and understand English. He/she was told that signing below would indicate that they understood what they were signing and that he/she did speak and read English.

YOU SHOULD READ AND UNDERSTAND THIS LEASE, IT IS A LEGAL AND BINDING CONTRACT

Signing below means you have read the Lease, are in full agreement with it and have received a copy of the contract.

ACCEPTED THIS 30 DAY OF Nov., 2018

at **615 West Prairie Ave. Decatur, IL 62522**

Elisha Murphy / Elisha Murphy
Tenant

Tenant

Robins Briggs / [Signature]
Landlord/Agent