

## RESIDENCE LEASE

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DATE OF LEASE	TERM OF LEASE		RENT	SECURITY DEPOSIT*
	BEGINNING	ENDING		
8/1/90	8/1/90	7/31/91	\$845.00 per month, with possible increase to cover homeowners assessment	None \$0.00

\*IF NONE, WRITE "NONE"; Paragraph 2 of this Lease then INAPPLICABLE.

**LESSEE**

NAME: Rick A. Butler

ADDRESS OF PREMISES: 0 N 662 Essex Lane

CITY: Winfield, IL 60190

**LESSOR**

NAME: Kathleen K. Rogness

ADDRESS: 850 Lafayette Street

CITY: Denver, CO 80218

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

<b>RENT</b>	1. Lessee shall pay Lessor as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. Time of each such payment is of the essence of this agreement.
<b>SECURITY DEPOSIT</b> <i>Applicable</i>	2. Lessee has deposited with Lessor the Security Deposit stated above as security for the performance of all covenants and agreements of Lessee hereunder. Lessor may at any time or times apply all or any portion thereof in payment of any amounts due Lessor from Lessee. Upon termination of the lease and full performance of all of Lessee's obligations hereunder, so much of the Security Deposit as remains unapplied shall be returned to Lessee. The Security Deposit shall not bear interest unless and except as required by Illinois statute.
<b>CONDITION OF PREMISES</b>	3. Lessee acknowledges that the Premises are in good repair, except as herein otherwise specified, and that no representations as to the condition or repair thereof have been made by the Lessor, or Lessor's agent, prior to or at the execution of this lease, that are not herein expressed.
<b>REPAIR</b>	4. The Lessee covenants and agrees with Lessor to take good care of and keep in clean and healthy condition the Premises and their fixtures, and to commit or suffer no waste therein; that no changes or alterations of the Premises shall be made or partitions erected, nor walls papered without the consent in writing of Lessor; that Lessee will make all repairs required to the walls, windows, glass, ceilings, paint, plastering, plumbing work, pipes, and fixtures belonging to the Premises, whenever damage or injury to the same shall have resulted from misuse or neglect; and Lessee agrees to pay for any and all repairs that shall be necessary to put the Premises in the same condition as when he entered therein, <del>except for damage caused by fire</del> loss by fire excepted, and the expense of such repairs shall be included within the terms of this lease and any judgment by confession entered therefor.
<b>LIMITATION OF LIABILITY</b>	5. Except as required by Illinois statute, the Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam, or other pipes, sewerage, or the bursting, leaking or running from any cistern, tank, washstand, water closet or waste pipe in, above, upon or about the Premises, nor for damage occasioned by water, snow or ice, being upon or coming through the roof, skylight, trap door or otherwise, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property.
<b>USE; SUBLET; ASSIGNMENT</b>	6. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, nor to be occupied, in whole or in part, by any other person, and will not sublet the same, or any part thereof, nor assign this lease, without in each case the Lessor's written consent had, and will not permit and transfer, by operation of law, of the interest in the Premises acquired through this lease; and will not permit the Premises to be used for unlawful purpose or purposes that will injure the reputation of the same or of the neighborhood; will keep no dogs, cats or other animals or pets in or about the Premises; will not permit the Premises to remain vacant or unoccupied for more than ten consecutive days; and will not permit any alteration of or upon any part of the Premises, nor allow any signs or placards posted or placed thereon, except by written consent of the Lessor; all alterations and additions to the Premises shall remain for the benefit of the Lessor unless otherwise provided in said consent.
<b>RIGHT TO RELET</b>	7. If Lessee shall abandon or vacate the Premises, the same shall be re-let by the Lessor for such rent, and upon such terms as Lessor may see fit; and if a sufficient sum shall not be thus realized, after paying the expenses of such re-letting and collecting, to satisfy the rent hereby reserved, the Lessee agrees to satisfy and pay all deficiency.
<b>HOLDING OVER</b>	8. 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, 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 <del>\$30.00</del> dollars 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. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee.
<b>FLAMMABLES</b>	9. Naphtha, benzine, benzole, gasoline, benzine-varnish, gunpowder, fireworks, nitroglycerine, phosphorus, saltpeter, nitrate of soda, camphene, spirit-gas, or any flammable fluid or oil, shall not be allowed or used on the Premises without the written permission of the Lessor.
<b>TAXES AND UTILITIES</b>	10. Lessee shall pay (in addition to the rent above specified) all water taxes and all gas, electricity and power bills, levied or charged on or in respect of the Premises, for and during the term of this lease, and in case no water taxes are levied specifically on or in respect of the Premises, to pay the <i>N/A</i> part of all water taxes levied or charged on or in respect of the building of which the Premises constitutes a part; and in case said water taxes and gas, electricity and power bills shall not be paid when due, Lessor shall have the right to pay the same, which amount so paid, together with any sums paid by Lessor to keep the Premises and their appurtenances in good condition as hereinbefore specified, shall be due and payable with the next installment of rent due thereafter under this lease.

SIGNS  
 COMPLIANCE  
 DEFAULT  
 CONFESSION  
 RENT AFTER NOTICE OR SUIT  
 FIRE AND CASUALTY  
 PAYMENT OF COSTS  
 HEIRS; SUCCESSORS  
 SEVERABILITY

11. Lessor reserves the right to put up a "To Rent" sign sixty days prior to the expiration of this lease and a "For Sale" sign at any time during the term of this lease.

12. Lessee will in every respect comply with the ordinances of the municipality aforesaid, with the rules and orders of the health officers thereof, with the orders and requirements of the police department, with the requirements of any underwriters' association so as not to increase the rates of insurance upon the building and contents thereof, and with the rules and orders of the fire department in respect to any matters coming within their jurisdiction.

13. 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 Lessee, it shall be lawful for Lessor at any time, at his election, without notice, to declare said term ended and to re-enter the Premises, or any part thereof, with or without process of law, and to 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 owns or may hereafter acquire or have an interest in, whether exempt by law or not, as security for payment of the rent herein reserved.

14. The Lessee hereby irrevocably constitutes any attorney of any court of record in this state, attorney for Lessee in Lessee's name, on default by Lessee of any of the covenants herein, and upon complaint made by Lessor, his agent or assigns, and filed in any such court to enter Lessee's appearance in any such court of record, waive process and service thereof, and confess judgment, from time to time, for any rent which may be due to Lessor, or the Lessor's assignees, by the terms of this lease, with costs and a reasonable sum for attorney's fees, and to waive all errors and all right of appeal from said judgment, and to consent in writing that a writ of execution may be issued immediately.

15. After the service of notice, or the commencement of a suit, or after final judgment for possession of the Premises, the 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. In case the Premises shall be rendered untenable by fire or other casualty, Lessor may at his option terminate this lease, or repair the Premises within thirty days, and failing so to do, or upon the destruction of the Premises by fire, the term hereby created shall cease and determine.

17. The Lessee further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.

18. 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.

19. If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

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

Kathleen F. Rogness, Lessor (SEAL)  
Paul A. Butler, Lessee (SEAL)

WARRANTY

For value received, \_\_\_\_\_ hereby guarantees the payment of the rent and the performance of the covenants by the Lessee in the within lease covenanted and agreed, in manner and form as in said lease provided.

WITNESS \_\_\_\_\_ hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
 (SEAL)  
 \_\_\_\_\_  
 (SEAL)

ASSIGNMENT BY LESSOR

In consideration of One Dollar, to the Lessor in hand paid, the Lessor hereby transfers, assigns and sets over to \_\_\_\_\_ and \_\_\_\_\_

Successors and assigns Lessor's interest in the within lease, and the rent thereby secured \_\_\_\_\_

WITNESS \_\_\_\_\_ hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
 (SEAL)  
 \_\_\_\_\_  
 (SEAL)