

LEASE AGREEMENT

ROYSE & BRINEMEYER APARTMENTS

THIS LEASE, made this day of Alexander 2013 by and between Lessor, Royse & Brinkmeyer Apartments, hereinafter called Lessor, and Brench Christensen, Michael Lessoe, hereinafter called Lessoe.

The above letting is upon the express covenants and conditions contained in this Lease Agreement, all of which the parties covenant and agree to keep and perform:

- POSSESSION. Rent shall be payable as of the beginning of the lease term unless Lessor is
 unable to give possession. Lessor shall not be liable for failure to give tenant possession of the
 rental unit on the beginning date of the term. If Lessor is unable to give possession, Lessor shall
 provide tenant with a similar or better apartment at no increase in rent.
- 2. RENT/PAYMENTS/FEES. Rent is to be paid on the 1st day of possession, and on or before the 1st day of each succeeding calendar month thereafter until payment is made in full of the rent for the entire term. Lessee shall pay a fee of \$35.00 for rent not paid before the 6th day of the month, in addition, Lessee shall pay a fee of \$25.00 for any checks returned for insufficient funds or for any other reason. The Lessor reserves the right to demand any payments in cash, certified check or money order at any time at Lessor's sole discretion. Rent shall be considered paid on the date actually received at:

ROYSE & BRINKMEYER APARTMENTS 211 W. SPRINGFIELD AVENUE, CHAMPAIGN, IL 61820 (217) 352-1129

Any rent payments lost in the mail will be treated as if unpaid until received by Lessor. Lessee shall make all payments in full. All payments received shall always be first applied to outstanding balances, late fees or other charges, with the balance of the payment applied to the rent due. Payment or receipt of a payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Lessor's acceptance of a partial payment constitute accord and satisfaction. Lessor's acceptance of a partial payment will not forfeit Lessor's right to collect the balance due on the account, despite any conditional endorsement, stipulation, or other statement on any draft. The Lessor may accept any partial payment with any conditional endorsement without prejudice to Lessor's right to recover the balance remaining due, or to pursue any other remedy available under this lease. If because of a breach of this lease by Lessee, Lessor serves a Notice upon Lessee, Lessee shall become liable to Lessor for the additional sum of \$25.00 for each notice served. Any breach of this lease shall result in a fee assessed to the Lessee, as specifically stated herein; all fees reflect Lessor's increased cost to service a breach of this lease.

SECURITY DEPOSIT. Lessee, upon signing this Lease, shall pay to Lessor a deposit securing 3 Lessee's performance of every covenant and agreement to be performed by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE DEEMED OR CONSTRUED AS PAYMENT. OF RENT FOR ANY MONTH OF THE LEASE TERM. Lessee hereby waives any requirement that Lessor maintain any deposit monies in an escrow or special account. Lessee's liability is not limited to the amount of the security deposit. Upon termination of this Lease, full payment of all amounts due, and performance of all Lessee's covenants and agreements (including surrender of the premises in accordance with Paragraphs 6 and 13) the security deposit or any portion thereof remaining unapplied shall be returned to Lessee within 45 days of the date that Lessor has actual knowledge that Lessee has vacated the premises. Vacation for the purposes of this Lease Agreement includes ceasing of occupancy by all Lessees, removal of all Lessee's property from the subject premises and surrender of all keys to the subject premises. Lessee agrees that if the leased premises are not returned to the Lessor in accordance with this Lease, Lessee shall be liable for Lessor's normal and customary charges associated with bringing the premises into compliance with the terms and conditions of this Lease. The parties hereto agree that upon Lessees vacation of the premises as defined herein the security deposit shall be first applied to any unpaid rent, late charges or other charges assessed pursuant to this lease and any unapplied deposit shall then be applied to costs and expenses incurred to bring the leased premises into compliance with the terms and conditions of this Lease. Any notices required to be mailed from Lessor to Lessee in connection with the application or return of security deposit funds shall be mailed to Lessee's last known address, which, for purposes of this Agreement, shall be deemed to be the leased premises, unless Lessee has, in writing, designated a different address. The parties hereto acknowledge that more than one individual may be designated as Lessee under the Lease agreement and therefore may be contributing to the funds comprising the security deposit. The parties agree that Lessor is authorized to issue one check payable to all Lessees in payment of any unapplied security deposit funds and mail said check as is directed in writing by any one of the Lessees designated in this Lease. The Lessees so designating the place, to which the security deposit relund check is to be mailed, shall be deemed to be the agent of all Lessees under this Lease. In the absence of a written designation by Lessees as to the address to which unapplied security deposit funds are to be returned or in the event that Lessor receives conflicting directions