

A310-10
R310-04

2000 0239 RESIDENTIAL LEASE

Apartment — Condominium — House

BY THIS AGREEMENT made and entered into on ~~November 28~~ ^{MORNING} ~~28~~ ²⁸ 1999 (year),
between Edwin Feliciano
herein referred to as Lessor, and Steve and Jane Savoy
herein referred to as Lessee, Lessor leases to Lessee the premises situated at 1511 Demeter
Drive, in the City of Crown Point, County of
Lake, State of Indiana, and more particularly described as follows:
To be used by Lessee and his family as a lawful private
dwelling

together with all appurtenances, for a term of 1 years, to commence on December 1
1999 (year), and to end on November 30th, 2000 (year), at 12:00 o'clock P. m.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of nine
hundred ninety five Dollars (\$ 995.00) per month in advance on the First day of
each calendar month beginning December 1st 1999 (year), at 1511
Demeter Drive, City of Crown Point,
State of Indiana, or at such other place as Lessor may designate.

2. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor Nine
Hundred ninety five Dollars (\$ 995.00), receipt of which is
acknowledged by Lessor as security for the faithful performance by Lessee of the terms hereof, to be returned to
Lessee, without interest, on the full and faithful performance by him of the provisions hereof.

3. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained,
Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

4. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single
family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease
by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other
than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and
orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised
premises, and the sidewalks connected thereto, during the term of this lease.

5. **Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more
than 5 persons, consisting of 2 adults and 3 children under
the age of 10 years, without the written consent of Lessor.

6. **Condition of Premises.** Lessee stipulates that he has examined the demised premises, including the grounds and
all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean,
and tenantable condition.

7. **Assignment and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or
sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assign-
ment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting,
concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor,
or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

8. **Alterations and Improvements.** Lessee shall make no alterations to the buildings on the demised premises or
construct any building or make other improvements on the demised premises without the prior written consent of
Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee,
with the exception of fixtures removable without damage to the premises and movable personal property, shall,
unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain
on the demised premises at the expiration or sooner termination of this lease.

9. **Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other
casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises
shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during
which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should
be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the
extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated
up to the time of the damage.

10. **Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous,
inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or
that might be considered hazardous or extra hazardous by any responsible insurance company.

11. **Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premis-
es, except that shall be provided by Lessor.

12. **Right of Inspection.** Lessor and his agents shall have the right at all reasonable times during the term of this
lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all build-
ing and improvements thereon.

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12b. Broken Glass. Lessee shall pay the expense of replacing all glass broken.

13. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

14. Animals. Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of Lessor.

15. Display of Signs. During the last 60 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

16. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

17. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days' written notice served by either Lessor or Lessee on the other party.

18. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

19. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom.

Option to buy anytime during Lease at 179,900.00. Rent money does not apply toward purchase price. If unable to purchase by end of Lease Contract Terminates.

20. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

21. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

22. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in [redacted]. Additional information regarding radon and radon testing may be obtained from your county public health unit.

23. Lead Paint Disclosure. "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

24. Other Terms: 6 to 21 day Late charge \$65.00 late charge. after 22nd day there will be a late charge of \$10.00 per day until rent is paid in full.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor

Lessor

Lesse

Lessor

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NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

C. ATTORNEY'S FEES

In the event of the employment of an attorney by Lessor because of violation by Lessee of any term or condition of this lease . Lessee shall pay such attorney's fees and court costs. Lessee shall not assert any claim against Lessor or defend any claim by Lessor against it on the basis that lessor has breached or defaulted in any of its duties under this lease or by law unless Lessee has given notice in writing by Certified Mail to Lessor of the purported breach or default promptly after the same occurs and lessor fails to commence to cure the same within a reasonable time after receipt of such notice. 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 Lessee may have against Lessor shall neither be deducted nor set off from any rent and/or other monies due lessor under this lease.

The Lessor and Lessee hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this lease, the relationship of landlord and tenant, Lessee's use or occupancy of the leased premises and/or any claim or injury or damages. In the event Lessor commences any proceeding for non payment of rent or any other sums required to be paid by the Lessee under the terms of this lease, Lessee will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the right of the lessee to assert such claims in any separate action or actions brought by the lessee.

D. It is expressly understood and agreed that the attached application for the lease signed by Lessee is made a part of this lease and that all information in said application remains true. This lease is not binding until it has been countersigned by and original at facsimile signature of an officer of the Lessor. Both of the parties to this lease agreement by the signing and execution thereof they admit and acknowledge of all matters, things, conditions, stipulations, promises, covenants and agreements herein set forth. They further hereby admit and acknowledge that the fact that said lease agreement is a long instrument of many words, phrases and paragraphs, has not prevented them from reading this lease agreement and having express and explicit knowledge of every matter and thing set forth herein. Moreover, each party to this lease agreement by the signing and execution hereof, admits that despite the small type used in the printed agreement is not to be acknowledged and is not to be recorded. Lessee acknowledges that the house market in this geographical area is competitive and lessee is entering into this lease freely and voluntarily after negotiation same having other apartment and housing alternatives available.

Lessee
Sara Savory
Lessee

Lessor
E. J. ...

25. Forfeiture--Should Lessee fail to pay the rent or any part thereof as the same becomes due, or violate any other term or condition of this lease Lessor shall terminate lease, re-entry shall not bar the right of recovery of rent or damages for breach of covenants, nor shall the receipt of rent after conditions broken be deemed a waiver of forfeiture. And in order to entitle Lessor to re-enter it shall not be necessary to give notice of rent being due and unpaid or of other conditions broken or to make demand for rent, the execution of this lease signed by the parties here to being sufficient notice of the rent being due and it shall be so construed, any law, usage or custom to the contrary not withstanding.

26. Tenant and other occupants of said house, agrees that Landlord(s) and Landlord's agents and servants shall not be liable, and Tenant waives all claims for damage to person or property or loss of property sustained by Tenant, any occupant of the premises or other person or persons resulting from the leases premises, the building the leased premises is in any other building, the grounds the walkways. Parking areas, roadway, exterior and interior recreational facilities or any equipment or appurtenance becoming out of repair or resulting from any act of neglect of any occupant of the house or of any person, including Landlord, its servants and agent. Lessee on behalf of himself and the other occupants of the leased premises here by releases lessor from any and all liability for any accident, damage or injury caused to person or property for any reason whether the commission and/or omission be active or passive.

A. CONDITIONS FOR VACATING AN HOUSE AND RETURN OF SECURITY DEPOSIT

1. If all the terms and conditions of the lease are fulfilled, including payment of the final month's rent and any other accrued charges and interest, the security deposit will be refunded to Lessee within 45 days of the date the house is vacated provided the house is returned to Lessor in the same condition as when leased, reasonable wear and tear expected.

2. If the house is not returned to Lessor in the same condition as when leased, Lessor will deduct from the security deposit the fair market value of the cost of the cleaning, painting, repairing and rehabilitating the premises.

B. RENEWAL OF LEASE

Resident shall give Lessor notice at least **30 days** prior to the expiration date of the existing lease term of Resident's intention either to renew this lease or to vacate the Leased Premises. If Resident chooses to renew Lease, such renewal must be executed a minimum of **30 days** prior to the expiration date of the existing lease term. If Resident chooses to vacate the Leased Premises at the termination of the Lease, Resident shall notify Lessor in writing a minimum of **30 days** prior expiration date of this Lease of Resident's "intention to vacate." Failure of Resident to give **30 days** written notice of "intention to vacate" shall result in application of part or all of the security Deposit to costs of reletting.

LESSEE
Jane Sawyer
LESSEE

[Signature]
LESSOR