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Cook County Recorder 43.50



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**NOTICE OF REAL ESTATE  
BROKER'S LIEN PURSUANT  
TO COMMERCIAL REAL  
ESTATE BROKER LIEN ACT**

The undersigned, Real Estate Consultants, Inc. of Metropolitan Chicago, an Illinois Corporation, by Roger L. Knigge, an Illinois registered real estate broker, does hereby claim a real estate broker lien pursuant to the provisions of the Commercial Real Estate Broker Lien Act, to wit:

1. Owners:

George W. Groble, Agent for LaSalle National Bank, Trustee under Trust Agreement dated November 1, 1985, and known as Trust No. 110492  
4<sup>th</sup> Floor  
33 West Jackson Boulevard  
Chicago, Illinois 60604

LaSalle Bank National Association, as Successor Trustee to LaSalle National Bank, a National Banking Association, as Trustee under Trust Agreement dated August 23, 1984 and known as Trust No. 108824  
135 S. LaSalle Street  
Chicago, Illinois 60601

2. Description of property:

Commonly known as 33 W. Jackson Blvd., Unit No. 4, Chicago, Illinois 60604  
Legally described on Exhibit 1 which is so marked, attached hereto, and incorporated herein by reference as if fully set forth.

3. Amount of Lien:

Eighteen Thousand Six Hundred Ninety and 00/100ths Dollars (\$18,690.00) and the reasonable attorneys' fees, costs, and pre-judgment interest due the Claimant pursuant to the said Act.

for

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4. Claimant: Real Estate Consultants, Inc. of Metropolitan Chicago  
230 West Monroe Street, Suite 2210  
Chicago, Illinois 60606  
Roger L. Knigge, Illinois Registered Real Estate  
Broker - Broker #075-05-9992
5. Agreement:

This Claim for Lien is based upon Paragraph 10 of that certain 33 W. Jackson Condominium Unit No. 4 Purchase Agreement dated December 18, 2000 by and between George W. Grohe, Agent for LaSalle National Bank, Trustee under Trust Agreement dated November 1, 1985, and known as Trust No. 110492 and Eugene C. Mojekwu, which Agreement is marked as Exhibit 2, attached hereto and incorporated herein by reference as if fully set forth.

\*\*\*\*\*

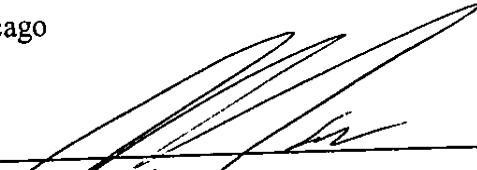
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DATED this 22<sup>nd</sup> day of February, 2001.

Real Estate Consultants, Inc. of Metropolitan  
Chicago

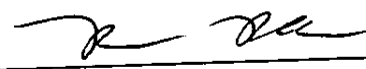
By:   
Roger L. Knigge  
Illinois Registered Real Estate Broker

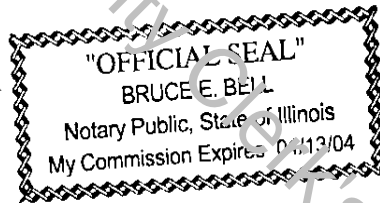
STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

Roger L. Knigge, being first duly sworn on oath, deposes and states that he is the broker in the above entitled cause, that he has read the above and foregoing Notice of Real Estate Broker's Lien by him subscribed, that he knows the contents thereof, and that to his knowledge the same are true and correct.

  
Roger L. Knigge

Subscribed and sworn to before me  
this 22<sup>nd</sup> day of February, 2001.

  
\_\_\_\_\_  
Notary Public



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PREPARED BY & RETURN TO: Bruce E. Bell  
Schoenberg, Fisher, Newman & Rosenberg, Ltd.  
222 S. Riverside Plaza, Suite 2100  
Chicago, Illinois 60606

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## EXHIBIT 1

### LEGAL DESCRIPTION

UNIT 4 IN THE 33 WEST JACKSON CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF LAND:  
LOT 1 (EXCEPT THAT PART TAKEN ON DEARBORN STREET) IN G. W. SNOW'S SUBDIVISION OF BLOCK 139 OF SCHOOL SECTION ADDITION, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 29 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,  
WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED JUNE 23, 1983 AS DOCUMENT 26656840, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT 2

### 33 W. JACKSON CONDOMINIUM UNIT NO. 4 PURCHASE AGREEMENT

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33 W. JACKSON CONDOMINIUM UNIT NO. 4

## PURCHASE AGREEMENT

AGREEMENT made this 18th day of December, 2000, GEORGE W. GROBLE, Agent for La Salle National Bank, Trustee under Trust Agreement dated November 1, 1985, and known as Trust No. 110492, Fourth Floor, 33 West Jackson Boulevard, of the City of Chicago, County of Cook, State of Illinois, hereinafter referred to as "Seller", and EUGENE C. MOJEKUL, of the Village of Frankfort, County of Will, State of Illinois, hereinafter referred to as "Purchaser".

1. Purchase of Condominium Unit. Seller agrees to convey, or cause to be conveyed, to Purchaser, and Purchaser agrees to purchase from Seller, pursuant to the terms and conditions of the Agreement Unit No. 4\* ("Purchased Unit"), in the building commonly known as 33 West Jackson Boulevard, Chicago, Illinois, (the "Building"), situated on the real estate legally described in Paragraph 14 hereof (the Building and such parcel are herein collectively the "Property"), together with its undivided percentage interest, as tenant in common, in the Common Elements (as defined in the Illinois Condominium Property Act ("Act")). The Purchased Unit and its corresponding percentage interest in the Common Elements are herein collectively called the "Unit Ownership". The legal description of the Unit Ownership is attached hereto as Exhibit A. Seller agrees to convey by Bill of Sale electric, plumbing, and other attached fixtures as installed, \*and storage area in basement currently being used by Seller

2. Purchase Price and Association Assessments. The purchase price shall be FIVE HUNDRED \*\*FIFTY THOUSAND AND NO/100THS (\$550,000.00). The Purchaser has paid to Seller the sum of THIRTY THOUSAND DOLLARS AND NO/100THS (\$30,000.00) as earnest money. Purchaser shall pay the remaining balance of the purchase price, plus or minus prorations, at the time of closing.

3. This contract is subject to the condition that Purchaser be able to procure within fifty (50) days of the date of execution of this contract by Seller a firm commitment for a loan to be secured by mortgage or trust deed on the condominium unit in the (\$480,000.00), or ~~four hundred eighty thousand~~ DOLLARS AND NO/100ths interest not to exceed 9 3/4% a year to be amortized over 25 years, commission and service charges for such loan not to exceed 1%.

4. Right of First Refusal. Seller agrees to procure release or waiver of any option of first refusal or preemptive rights of purchase created by the Declaration of Condominium within the time established by said Declaration and the contractual rights, if any, of the owners of Unit 5. If, after making every reasonable effort, Seller cannot procure such release or waiver within the time provided and so notifies the purchaser thereof within that time, this contract shall become null and void and all earnest money

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shall be returned to Purchaser; provided, that in lieu of procuring such release or waiver, Seller may procure removal of any exception dealing with such option of first refusal or other preemptive rights from the title commitment. If the Declaration of Condominium contains no such option or preemptive right, this clause shall be null and void and no part of this contract.

5. Condominium Documents. (a) Prior to Purchaser's execution of this Agreement, a copy of the Declaration was delivered to Purchaser, along with a copy of the By-Laws of the Association (the "By-Laws"), the proposed 2001 Budget for 33 West Jackson Condominium prepared in accordance with the Act, and the floor plan of the Purchased Unit. Purchaser hereby acknowledges said delivery and his opportunity to review said documents. The Declaration, By-Laws and Budget are herein collectively called the "Condominium Documents".

(b) This sale and Purchaser's title to the Unit Ownership are subject to the terms and conditions of the Act and Condominium Documents. Purchaser agrees that from and after the Closing, he will comply with the provisions of the Condominium Documents, as they may be amended from time to time, and to perform obligations upon becoming a Unit Owner hereunder. This sale is from the Condominium Association for this sale under the Condominium document within thirty (30) days of the date hereof.

6. Conveyance of Title. At Closing, Seller shall convey, or cause to be conveyed, to Purchaser title to the Unit Ownership by Trustee's Deed subject only to: (1) general real estate taxes not due and payable at the time of Closing; (2) the Act; (3) the Condominium Documents, including all amendments and exhibits thereto; (4) applicable zoning and building laws and ordinances; (5) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; (6) utility easements, if any, whether recorded or unrecorded; (7) leases and licenses affecting the Common Elements; (8) encroachment of Building over West line of Property by .42 feet; (9) liens and other matters of title over which the Title Insurer, as hereinafter defined, is willing to insure without cost to Purchaser; (10) possible right and interest of Western Union Telegraph Company to maintain underground facilities; (11) terms, provisions, covenants, conditions and options contained in rights and easements established by the Declaration of Condominium Ownership recorded June 23, 1983, as limitations and conditions imposed by the ~~Declaration of Condominium Ownership~~ (12) Act"; (13) amendment recorded August 29, 1984, as document number 27234526 to the Declaration of Condominium recorded as document number 26656840, which states that Unit 4 shall be used only for business or professional office purposes and that no part of the property shall be used for sale of alcoholic beverages, or by any business which sells or dispenses alcoholic beverages; and (14)

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covenants, conditions and restrictions of record. If Purchaser intends to hold title to the Purchased Unit in an Illinois land trust, or other title holding entity, then Purchaser shall so notify Seller in writing within thirty five (35) days after acceptance hereof by Seller, identifying said entity to Seller's reasonable satisfaction.

7. Closing. Closing shall take place on or before February 28, 2001. At the election of Seller or Purchaser upon notice to the other party not less than five (5) days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser.

Illinois and Cook County real estate transfer taxes shall be paid by Seller, and City of Chicago real estate transfer tax shall be paid by Purchaser. Seller shall pay the title guaranty and recording charges customarily charged to sellers by the Title Insurer, and Purchaser shall pay any such charges customarily charged to purchasers for recording Purchaser's deed and mortgage. Purchaser shall pay all charges, costs and expenses relating to the Purchaser's mortgage financing, if any. Purchaser hereby designates Chicago Title Insurance Company ("Title Insurer") as the title insurance company to furnish title insurance as herein required.

The aforesaid deed and money escrow shall be established and this transaction shall be closed ("Closing") no later than ten (10) days prior to the closing date.

At Closing, Seller shall furnish Purchaser a Certificate of Insurance for the Building naming Purchaser and Purchaser's mortgagee, or Purchaser's trustee, as the case may be, as their interest may appear, and a copy of the survey attached to the Condominium Declaration depicting the location of the Building and the floor of the Building on which the Purchased Unit is located.

As a condition to disbursement of sale proceeds the Title Insurer shall be prepared to issue its ALTA Owner's Title Policy Form B, in the amount of the Purchase Price, showing title to the Unit Ownership in Purchaser or such other grantee as Purchaser shall direct pursuant to Paragraph 4 hereof, containing Condominium Endorsement 1, subject only to the following, hereinafter collectively referred to as "permitted exceptions": (a) title exceptions set forth in Paragraph 4 above, (b) the general title



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exceptions contained in owners' title insurance policies issued by the Title Insurer with an extended coverage endorsement. At Closing, the balance of the Purchase Price or part thereof, may be applied by Seller to obtain a release of Unit Ownership from any prior lien on the Unit Ownership. If there are title exceptions other than the permitted exceptions, Seller shall have thirty (30) days from the date of the title commitment to cure or obtain title insurance over the additional exceptions and Closing shall be delayed until said exceptions are cured or insured over. If Seller fails to have the exceptions removed, or in the alternative to obtain an endorsement to the title policy whereby the Title Insurer guarantees Purchaser against any loss or damage on account of such exceptions, in the usual and customary form provided by the Title Insurer, within the specified time, Purchaser may terminate this Agreement upon notice to Seller within ten (10) days after the expiration of the thirty (30) period. In the absence of such notice, Purchaser shall be deemed to have accepted the status of title and shall be obligated to close within five (5) days after the expiration of said ten (10) day period.

General real estate taxes, insurance premiums advanced by Seller for the permanent insurance on the Property and any other similar items shall be adjusted ratably\*as of the time of closing. \*at the rate of 105% of the most recently ascertainable tax amount.

GC  
AWB

8. Possession and Occupancy. Purchaser shall be entitled to occupancy and possession of the Purchased Unit twenty one (21) days from and after Closing. Seller agrees to pay Purchaser the sum of

GC  
AWB

\*\* Dollars (\$208.19---) for each day Seller remains in possession between the time of closing from the time possession is delivered. \$15,000.00 of the purchase price shall be held in escrow by U.S. Realty Advisors, Inc. to secure possession by Purchaser. After possession is delivered, the balance remaining in said escrow fund shall be paid to Seller. Acceptance of said payment by the Purchaser shall not limit any other remedies available to Purchaser.

GC  
AWB

\*\*Two Hundred and Eight Dollars and 19/100 Cents  
9. Assignment. The Assignment of this contract or any rights hereunder by Purchaser is strictly prohibited.

10. Broker. The parties acknowledge that U. S. REALTY ADVISORS, INC. and Real Estate Consultants, Inc. have procured this transaction. Seller covenants and agrees upon closing to pay the commissions of the broker in connection with this sale agreed by Seller. Should any other broker bring an action against the Seller alleging that the Purchaser engaged it herein, the Purchaser covenants to defend, hold harmless and indemnify the Seller from and against any and all legal fees, court costs, expenses or liability for any compensation, commissions and charges claimed by such broker with respect to this sale or the negotiation thereof. Should any other broker bring an action against the Purchaser for services alleged to be rendered the Seller on account of this sale the Seller covenants to defend, hold harmless and indemnify the

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Purchaser from and against any and all legal fees, court costs, expense or liability for any compensation, commissions and charges claimed by such other broker or other agent with respect to this sale or the negotiation thereof.

11. Earnest Money. The earnest money shall be held by U. S. REALTY ADVISORS, INC. for the mutual benefit of the parties in an interest bearing account for benefit of Purchaser.

12. Possession of Real Estate. Seller agrees to deliver possession of the real estate in the same condition as it is at the date of execution of this contract by Purchaser, ordinary wear and tear accepted.

13. Inspection. Purchaser shall have until January 31, 2001 to conduct the following types of physical inspection of the Property for the purpose of ascertaining the existence of material defects or conditions requiring repairs or corrections (for the purpose of this paragraph the term "material defects or conditions requiring repair or correction" denotes defects or conditions the cost of correction of which is estimated to exceed Ten Thousand Dollars (\$10,000.00) alone or in combination with other such defects or conditions requiring repair or correction):

(a) Physical inspection of the property by a building contractor, architect, or engineer of Purchaser's choice at Purchaser's expense, for the purpose of determining the condition of the building including structure, roof, air conditioning, heating, electric, plumbing and other mechanical systems;

(b) Environmental inspection by an environmental engineer or qualified environmental inspector conducted at Purchaser's expense, a Phase One environmental hazards inspection and to procure a report as to the result of said inspection.

Seller warrants that Seller, and/or agents have received no notice from any City, Village or other governmental authority of any hazardous materials\*violations with respect to the real estate that have not been heretofore corrected.  
\*or building

In the event that either of the foregoing types of inspection shall reveal one or more material defects, Purchaser shall have the option either to declare this contract null and void by written notice to the Seller particularly specifying the defects or conditions requiring repair or correction, or to proceed with the transaction and accept the property "as is" without any obligation upon the Seller to take steps to correct such defects.

Purchaser hereby indemnifies and holds Seller harmless from and against any loss or damages resulting from personal injury (ies) to employees or agents of Purchaser involved in the foregoing inspections and from and against loss or damage to the property

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caused by the acts of negligence of such persons.

14. Notices. All notices and demands herein required shall be in writing and shall be deemed sufficient if made by personal delivery or United States registered or certified mail, return receipt requested, postage prepaid, addressed to Seller, c/o George W. Groble, 33 W. Jackson Boulevard, Fourth Floor, Chicago, Illinois 60604, 312-939-5858, fax 312-939-3105 or to Purchaser, Alexander Domanski, attorney at law, 1244 West Fulton Street, Chicago, Illinois 60607, 312-541-0151, fax 312-541-0155. Any notice delivered as aforesaid shall be deemed received on the date of the documents being faxed to the respective party identified herein.

15. Performance. Time is of the essence of this Agreement. If Purchaser shall fail to make any payment herein provided for, or shall fail or refuse to carry out any other obligation of Purchaser under the terms of this Agreement and any supplemental agreements made a part hereof, then, at Seller's option (i) upon notice to Purchaser, all sums heretofore paid to Seller by Purchaser shall be forfeited as liquidated damages and shall be retained by Seller, or (ii) Seller may elect whatever remedies may be available to it under this Agreement or at law or in equity. Purchaser's failure to close pursuant to the terms hereof shall be a default.

16. Time for Acceptance. In the event this offer is not accepted within seven (7) days after the date of execution hereof by Purchaser, all deposits made shall be returned by Seller to Purchaser and the offer shall be deemed withdrawn.

17. Destruction. The provisions of the Uniform Vendor and Purchaser's Risk Act of the State of Illinois shall be applicable to this contract.

18. RESPA. Seller and Purchaser shall comply with all Purchaser's lender's requirements for disclosure under the Real Estate Settlement Procedures Act of 1974, as amended.

19. Legal Description. The legal description of the real estate on which the Building is located is as follows:

Lot 1 (except that part taken for Dearborn Street) in G. W. Snow's Subdivision of Block 139 of School Section Addition in the East 1/4 of the North East 1/4 of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

20. Definition of Terms. The terms used herein, to the extent that they are defined in the Declaration, shall be defined as set forth therein. Wherever appropriate, as used herein, the singular denotes the plural and the masculine denotes the feminine.

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21. Entire Agreement. This Agreement constitutes the entire agreement between the Purchaser and Seller. No representations, warranties, undertakings, or promises, whether oral, implied or otherwise, can be made or have been made by either Seller (or Seller's authorized agents) or Purchaser to the other unless expressly stated herein or unless mutually agreed to in writing by the parties hereto.

22. Severability. The invalidity, illegality or unenforceability of any agreement, restriction, condition, reservations or any other provision of this Agreement, in its entirety or as applied to particular circumstances, shall not impair or affect in any manner the validity, legality, enforceability or effect thereof as otherwise applied or of the remainder of this Agreement.

23. Exhibits. Exhibits attached hereto as incorporated herein and made a part hereof.

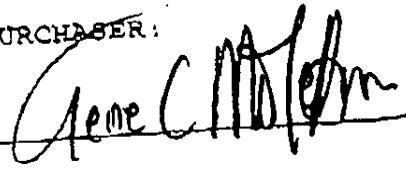
24. Litigation. Seller represents and warrants, which representation and warranty will survive the closing hereof, there is no litigation now pending or threatened against the Premises. For any breach of this warranty, Purchaser's remedy shall be limited to a termination of this Agreement and a refund of the earnest money.

25. Right of Inspection Prior to Closing. During the 24 hour period prior to the closing Purchaser and Purchaser's representatives shall have the right to inspect the Unit and the Common Elements.


26. Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said section.

27. References herein to Purchaser and Purchaser's mortgagee shall be taken to include Purchaser's trustee.

PURCHASER:

  
\_\_\_\_\_

SELLER:

  
\_\_\_\_\_  
GEORGE W. GROBLE  
Agent for LaSalle National  
Bank, Trustee under Trust  
Agreement dated November 1,  
1985, and known as Trust No.  
110492

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