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5830/0035 91 004 Page 1 of 3
2001-06-07 15:53:29
Cook County Recorder 47.40



**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MAYWOOD OFFICE**

Buyer: Holman

Survey No. 87-55305
Ordered by: Combined Mortgage
Scale: 1" = 20'

Lot 40 and 41 in Block 6 in Western Addition, being a Subdivision of the West 1/2 of the Southeast 1/4 of Section 15, Township 39 North, Range 12E, East of the Third Principal Meridian, in Cook County, Illinois.

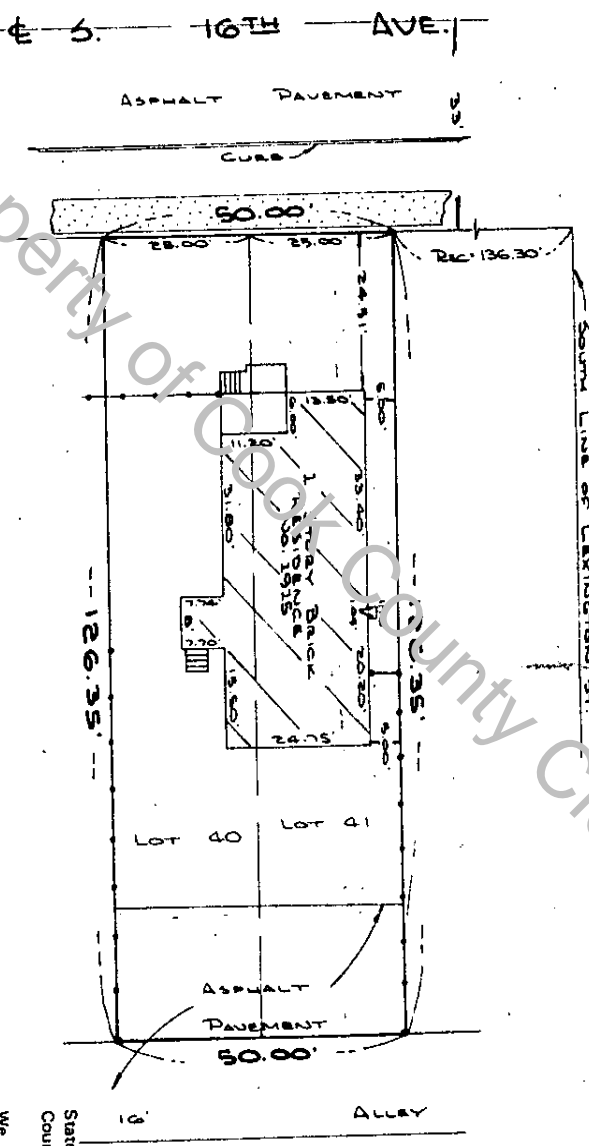
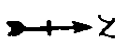
17718 SOUTH OAK PARK AVENUE
TINLEY PARK, ILLINOIS 60477

by
**TOWN & COUNTRY LAND
SURVEYORS & COMPANY**
REGISTERED ILLINOIS LAND SURVEYORS

PHONES: 428-3177
428-3178

Tax No. 15-15-409-006

STATE OF ILLINOIS



Compare all dimensions before building and report any discrepancies at once. Refer to Deed or Title Policy for building lines and easements.

This survey made for mortgage purposes only. Before starting any construction or fence layout, surveyor should be notified immediately.

Mortgage Survey

State of Illinois }
County of Cook } ss:

We, TOWN & COUNTRY LAND SURVEYORS & COMPANY do hereby certify that we have surveyed for the above described tract of land and that this plan is a correct representation of said survey.

Given under my hand and seal this 6th day of February, A.D. 19 87.

Thomas S. ...
Illinois Land Surveyor No. 177-
Survey No. 87-55305

3
Pmally

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Property of Cook County Clerk's Office



1. To: AMR Realty & Mortgage Broker Date: 04-25-01
 2. Listing Company ("Broker")
 3. Property Address: 1915 5016th Ave Street Unit# 60155 Garage# 2 1/2 + 2 CPK
 4. BROADVIEW City State IL Zip 60155 County Cook
 5. Property will be listed at \$ 146,000 or annual rental of N/A Possession 0010489124 Page 3 of 3
 6. If a lease, indicate terms of lease: N/A 0010489124 273
 7. Permanent real estate (tax ID#) 15-15-409-006 Lot Dimensions approximately _____

14. All references to Seller or Lessor in this document hereinafter referred to as "Seller". All references to Buyer or Lessee in this document hereinafter referred to as "Buyer".

17. In consideration of the following agreements and of Broker's efforts to procure an acquiring party for the property and improvements thereon described below and on the reverse of this agreement. I (we) the undersigned "Seller(s)" (hereinafter referred to as Seller); appoint you, ("Broker"), the exclusive right to advertise, display signs and to sell, exchange, lease or option to purchase the property from the date of this agreement until expiration of 1 YEAR at which time this agreement shall automatically terminate. From the date of your acceptance of any offer to purchase the subject property, unless such offer to purchase is subject to the continual marketing of the property, Broker shall have no further obligation to market, advertise for sale or show your property. However, this agreement may be cancelled on or after _____ (date) by 30 days advanced written notice of either party to the other.

23. **BROKERAGE FEE:** Seller shall pay a real estate brokerage fee to Broker of 4% of the sale price in accordance with the terms and conditions contained herein and on the reverse of this agreement. Broker shall be the exclusive leasing agent of the Seller for which Broker shall, upon execution of a lease for the property, receive from Seller a fee of \$ N/A. In the event the property is leased, and the Lessee subsequently purchases the property, the Broker shall, in addition to the fee for leasing the property, also be entitled to the Brokerage Fee for the acquisition of the property in accordance with the terms and conditions of this Agreement. Seller authorizes Broker to disseminate information about the Property through any Multiple Listing Service ("MLS") in which Broker is a participant or has access, to utilize other Brokers as cooperating brokers in carrying out Broker's obligations hereunder, and to pay compensation to such cooperating brokers as Broker deems appropriate.

31. **DESIGNATED AGENT/LICENSEE:** Broker designates AGNESS REMON ("Seller's Designated Agent/Licensee"), a sales associate(s) affiliated with Broker as the only legal agent(s) of the Seller. Broker reserves the right to name additional designated agents when in Broker's discretion it is necessary. If additional designated agents are named, Seller shall be informed in writing within a reasonable time. Seller acknowledges that Seller's Designated Agent may from time to time have another sales associate, who is not an agent of the seller, sit an open house of Seller's property or provide similar support in the marketing of Seller's property. Seller understands and agrees that this agreement is a contract for Broker to market Seller's property, and that Seller's Designated Agent will be primarily responsible for the direct marketing and sale of Seller's property.

38. **DUAL AGENT CONSENT:** The undersigned AGNESS REMON (Licensee undertaking dual representation), may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of the property. The sellers acknowledge they were informed of the possibility of this type of representation. **BEFORE SIGNING THIS DOCUMENT PLEASE READ THE FOLLOWING:** Representing more than one party to a transaction presents a conflict of interest since both buyers and sellers may rely upon Licensee's advice and the buyers and sellers' respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction. Any agreement between the client as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interest and on their own behalf. Seller acknowledges that Licensee has explained the implications of dual representations, including the risks involved, and understands that Seller has been advised to seek independent advice from advisors or attorneys before signing any document in this transaction.

46. **WHAT A LICENSEE CAN DO FOR THE CLIENTS WHEN ACTING AS A DUAL AGENT:**
1. Treat all clients honestly.
 2. Provide information about the property to the buyer or tenant.
 3. Disclose all latent material defects in the property that are known to Licensee.
 4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
 5. Explain real estate terms.
 6. Help the buyer or tenant to arrange for property inspections.
 7. Explain closing costs and procedures.
 8. Help the buyer compare financing alternatives.
 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

56. **WHAT LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS DUAL AGENT:**
1. Confidential information that Licensee may know about the clients, without the client's permission.
 2. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.
 3. The price the buyer or tenant is willing to pay without permission of the buyer or tenant.
 4. A recommended or suggested price the buyer or tenant should offer.
 5. A recommended or suggested price the seller or landlord should counter with or accept.
62. If either client is uncomfortable with this dual representation disclosure, please let Licensee know. You are not required to initial this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.
64. Seller(s) acknowledge(s) that they have been advised as to any alternative agency relationships available through the Broker.
65. By initialing, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent, that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary. (Initials)

69. **PERSONAL PROPERTY:** The following is the personal property, if any, which is now located on the premises: ventilating and central air conditioning equipment, heating, lighting and plumbing fixtures, cabinets, planted vegetation, screens, storm windows, and doors as exist, drapery rods, blinds, curtain rods, tacked down carpeting, garage door opener(s) and 2 transmitter(s), and the following items: 2 REFRIGERATORS & 2 STOVES - ALL WINDOW TREATMENT IN HOUSE - CEILING FAN
 75. Exclusions: TACKLED DOWN CARPET AS IT EXIST

77. If the property is being sold, a bill of sale shall be furnished at closing for the above listed personal property.

79. **LOCKBOX:** SELLER HEREBY (initial one) DOES 1 DOES NOT 0 AUTHORIZE BROKER and its agent to place an electronic or combination lockbox on the above property in accordance with the terms and conditions on the reverse of this agreement, for the purpose of keeping a key to the property for access by cooperating real estate agents.

82. SELLER UNDERSTANDS IT IS ILLEGAL FOR EITHER SELLER OR BROKER TO REFUSE TO SELL TO OR DISCRIMINATE AGAINST ANY PERSON BECAUSE OF THE PERSON'S RACE, COLOR, SEX, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, FAMILIAL STATUS, HANDICAP OR UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, AS THOSE TERMS ARE DEFINED IN EITHER THE ILLINOIS HUMAN RIGHTS ACT OR THE FEDERAL FAIR HOUSING ACT OR ANY OTHER APPLICABLE FEDERAL, STATE, COUNTY OR LOCAL STATUTE OR ORDINANCE.

86. Seller shall pay for all assessments, regular or special, due or levied prior to closing. Current monthly assessment is \$ N/A which includes: _____

88. In the event the premises is a condominium, the Seller shall comply with all requirements as set forth in the Illinois Condominium Property Act.

90. Seller represents that the most recent ascertainable tax bill for the year 2000 is \$ 1549.80 which reflects the following exemptions: (strike inapplicable) homeowner, senior citizen homestead, or none.

93. Seller warrants that he has the authority to execute this Agreement and to bind all parties who have an ownership interest in this property and to deal with and on behalf of said property as herein provided including providing evidence of good, insurable and merchantable title. Seller warrants that any prior agreements have in fact been cancelled, expired, terminated, and no longer in effect upon the signing of this agreement. Seller shall complete, simultaneously with this listing agreement, the Equal Housing Opportunity form, and agrees to respond completely and truthfully to all questions included therein.

TERMS AND CONDITIONS

BROKER RESPONSIBILITIES:

1. Broker shall market the property, and within 48 hours from the date of this contract, disseminate information about the property to the MLSNI (Multiple Listing Service of Northern Illinois) and any other multiple listing service ("MLS") in which broker is a participant in accordance with the applicable rules and regulations of any MLS.
2. Additionally, Seller authorizes placement of the street address of Seller's property on any Electronic medium and/or Internet advertising medium or home page to which Broker may subscribe.
3. Seller understands that any contribution of funds by Broker to a Cooperating Agent shall not create any agent relationship between the Buyer's Cooperating Agent and Broker or Seller.
4. Broker may hold earnest money deposits according to the terms of any sales contract or any other agreement between Seller and Buyer and disburse those funds in accordance with the provisions of such sales contract or agreement and as provided for herein.

SELLER SHALL:

1. Cooperate fully with Broker; refer all inquiries to Broker; provide access to property for purpose of showing the property; and conduct all negotiations through Broker.
2. The brokerage fee is payable subject to the terms contained herein, if this property is sold, gifted or exchanged by Broker, Seller, or any other person during the term of this agreement; or if the property is optioned during the term of this agreement and the option is subsequently exercised; or the property is leased during the term of the agreement and lessee subsequently purchases the property; or if the property is sold directly or indirectly within six (6) months ("Protection Period") after termination of this contract to a buyer to whom it was offered during the listing term. However, the Seller shall not be obligated to pay such fee if a valid listing agreement is entered into during the term of said Protection Period. This Protection Period will survive any subsequent listing by another Broker which terminates for any reason.
3. Execute or cause to be executed a sales contract, Articles of Agreements, lease or lease with purchase option, upon agreed terms and conditions. The Brokerage Fee shall be deemed earned upon the execution of same by the Seller and Buyer. The Brokerage Fee is to be paid: at the time of closing of any sale or exchange; at the execution of any lease, or Articles of Agreement, at the time an option is exercised, or upon a default as discussed herein. Broker may pay from any escrow held, the brokerage fee and any agreed additional expenses.
4. Cause to be done all things necessary to complete the closing of the transaction, including but not limited to, furnishing a commitment for title insurance in the amount of the purchase price, furnishing a current survey, executing documents of conveyance and other usual and customary forms, declarations, and closing statements which may include prorations for general and special taxes, assessments and association, homeowners and civic association dues, if any.
5. Authorize Broker to report the sale price, type of financing, and other appropriate statistical information to any multiple listing service to which the property has been submitted in accordance with the MLS rules and regulations.
6. Indemnify and save and hold the Broker and Agents harmless from all claims, disputes, litigations, judgments and costs, including reasonable attorney fees arising from any misrepresentations made by Seller, incorrect information supplied by Seller and latent defects with the property which the Seller fails to disclose.

SELLER UNDERSTANDS AND AGREES IN THE EVENT OF DEFAULT OF ANY AGREEMENT BY A BUYER WITH THE SELLER, HIS/HER EARNEST MONEY, LESS THE EXPENSES AND BROKERAGE FEE OF THE BROKER, SHALL BE PAID TO THE SELLER. IF SELLER DEFAULTS, THE EARNEST MONEY, AT THE OPTION OF BUYER, SHALL BE REFUNDED TO BUYER, BUT SUCH REFUNDING SHALL NOT RELEASE SELLER FROM THE OBLIGATION OF THIS AGREEMENT OR FROM THE OBLIGATION TO PAY THE BROKERAGE FEE AS SET FORTH IN THIS AGREEMENT. SELLER AGREES THAT IN THE EVENT A DISPUTE BETWEEN SELLER AND ANY BUYER ARISES AS TO WHETHER A DEFAULT HAS OCCURRED, BROKER MAY, IF ACTING AS ESCROWEE OF EARNEST MONEY PURSUANT TO A CONTRACT BETWEEN SELLER AND A BUYER, INITIATE AN ACTION IN THE NATURE OF INTERPLEADER AND DEPOSIT ALL DISPUTED ESCROWED FUNDS WITH THE CLERK OF THE CIRCUIT COURT. IN SUCH EVENT, SELLER AGREES TO HOLD BROKER HARMLESS AND INDEMNIFY BROKER FROM ANY CLAIMS, DEMANDS OR JUDGEMENTS OF A BUYER, INCLUDING ALL REASONABLE ATTORNEY'S FEES AND COSTS INCURRED TO DEFEND ANY ACTION BROUGHT BY A BUYER OR TO FILE AN INTERPLEADER ACTION OR SIMILAR ACTION.

ARBITRATION: The Seller agrees that in the event of a dispute with the Broker, or any of the Broker's agents or employees, arising out of the subject matter of this Agreement, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, or other mutually agreeable arbitration service, and not be litigated, except for such judicial review of the award of arbitrators as permitted under Illinois law. The costs of such arbitration services shall be borne by the non-prevailing party. In any civil action, arbitration or other proceeding arising out of the Broker's efforts to collect the Broker's fees hereunder, the Seller agrees that the Broker shall be entitled to reasonable attorney's fees and costs, if the Broker is the prevailing party.

The Seller understands and agrees that Broker will be free to enter into agreements with other prospective buyers and sellers as legal agents of those buyers and sellers.

It is mutually understood and agreed that, by law, Broker is only permitted to prepare a contract of sale. Seller agrees to furnish or have his attorney furnish all legal documents necessary to close the transaction.

Broker's sole duty is to effect a sale of the property and Broker is not charged with the custody of the property, its management, maintenance, upkeep or repair, nor is Broker charged with any responsibility for the status or condition of the property or any appliances contained therein.

It is mutually understood and agreed that no alterations in the terms of this Agreement, including but not limited to the amount of the brokerage fee or time of payment, shall be valid and binding unless made in writing and signed by the parties. This agreement shall take precedence over any other listing Agreement (whether exclusive or not) which is prior in time and which has expired in accordance with its terms and conditions.

In the event this agreement is cancelled by Seller, or Seller renders the property unavailable, unless mutually agreed to in writing by the Broker and the Seller, the Seller shall pay to Broker, upon written demand of Broker within four (4) business days of written demand, reimbursement of out-of-pocket expenses including but not limited to: marketing, advertising, office expenses, Multiple Listing Service (MLS) fees, printing, etc. However, such payment shall not release the Seller of his/her obligations of this agreement.

In the event the premises is a condominium, townhome, or any other homeowner association property, the Seller should have available for Buyer at time of sales contract the following documents if applicable: Declaration of Condominium or Declaration of Covenants, Conditions and Easements; current budget; bylaws; financial statements; and any other rules and regulations in effect.

LOCK BOX TERMS & PROVISIONS:

1. Seller shall hold Broker, its agents, and any Multiple Listing Service of which Broker is a participant harmless from any and all liability, claims, judgments, obligations, or demands against Broker and/or agent as a result of this authorization, but not limited to any and all liabilities and costs, including reasonable attorney fees incurred by Broker and/or agents as a result of this authorization, except for criminal or gross negligence on the part of the Broker and/or agents. Seller has been advised by the Listing Broker on the safeguarding or removal of valuables now located within said premises and the need to obtain personal property insurance through the Seller's insurance company. If the property is leased, Seller acknowledges that he has in fact notified and advised the tenant/occupant of the foregoing and that the tenant/occupant agrees to the foregoing terms and provisions.