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2001-12-07 11:41:49

Cook County Recorder 47.50



0011159075

**CONTRACT
BY AND BETWEEN
UTOPIA, L.L.C.
AND
ACCESS REALTY GROUP, INC.**

FOR THE PROPERTY LOCATED AT

**3408 NORTH SOUTHPORT
CHICAGO, ILLINOIS 60613**

LEGAL DESCRIPTION:

LOT 28 IN BLOCK 8 IN LANE PARK ADDITION TO LAKEVIEW IN SECTION 20, TOWNSHIP
40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

Address: 3408 North Southport, Chicago, Illinois
P.I.N.: 14-20-311-031-0000

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Property of Cook County Clerk's Office

CHICAGO ASSOCIATION OF REALTORS®/MLS
EXCLUSIVE LISTING AGREEMENT



TO: VTOPIA LLC ADDRESS: 3850 N. GREENVIEW

CHICAGO, IL 60613

In consideration of your efforts to secure a Purchaser for the property (together with its undivided interest in the common elements, and accumulated reserves, if a condominium),

FIXTURES AND PERSONAL PROPERTY. Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together with the following: (check or enumerate applicable items)

- T.V. Antenna
- Refrigerator
- Oven/Range
- Microwave
- Dishwasher
- Garbage disposal
- Trash compactor
- Window shades, attached shutters, draperies & curtains, hardware & other window treatments
- Security system (if not leased)
- Washer
- Dryer
- Sump pump
- Water softener (if not rental)
- Wall to wall carpeting, if any
- Built-in or attached shelving
- Smoke and carbon monoxide detectors
- Central air conditioner
- Window air conditioner
- Electronic air filter
- Central humidifier
- Ceiling fan
- Outdoor Shed
- All planted vegetation
- Electronic garage door(s) with remote units(s)
- Fireplace screen and equipment
- Fireplace gas log
- Firewood
- Existing storms & screens
- Attached book cases and cabinets
- Radiator covers

Other items included: _____

Items excluded: _____

Address: 3409 SWIFT POET CHICAGO 60613 Unit # 3

City: _____ IL Zip Code _____

I (hereinafter called Seller) do hereby give you (hereinafter called Broker) the sole and exclusive right to sell for a period commencing NOV 1, 2001 and terminating at midnight of AUG 30, 2002 the authority to offer for sale, to promote and advertise as Broker deems appropriate, and to place for sale signs thereon where permitted by law, for a price of \$ 500,000 or on such other terms as Seller may agree to accept.

POSSESSION: Seller shall surrender possession and remove all debris and Seller's personal property not conveyed to Purchaser no later than UPON CLOSING

SELLER AGREES:

To cooperate fully with Broker (and Seller's Designated Agent) and refer all inquiries to Broker (and Seller's Designated Agent), to allow inspection of property and entry at convenient times by Broker and/or cooperating Brokers whether alone or accompanied by Broker, for the purpose of showing it to prospective Purchasers, to conduct all negotiations through Broker, to pay Broker a commission or compensation in the amount of S/P in the event Broker produces a Purchaser ready, willing and able to purchase the premises on the terms herein provided; or if the property is sold, gifted, exchanged, optioned (and such option is exercised before or subsequent to the termination of this agreement), a joint venture is contracted, or the property is exchanged through or as a result of Broker's service and efforts, or Seller's, or any other person or persons during the period of this agreement; or if the property is sold, gifted, optioned, joint ventured, or exchanged within N/A after termination of this agreement to any person to whom the property was submitted during the term of this agreement, provided however, if the property is residential property of four units or less and if a valid, bonafide, written listing agreement is entered into with another licensed real estate broker during such period, no commission or compensation shall be due and owing pursuant to the terms of this agreement. For property which is not residential property of four units or less, if the property is listed with another broker during such period, Seller shall be liable for only one commission, the allocation thereof to be determined by the Brokers.

Broker(s) and Seller(s) hereby agree that DENISE WILSON, sales associate(s) affiliated with Broker, is (are) being named as Seller's exclusive designated legal agent(s) under Seller's Exclusive Listing Agreement with Broker. Seller(s) understands and agrees that the Seller's Designated Agent(s) will be Seller's exclusive legal agent pursuant to the Exclusive Listing Agreement with Broker and Broker will be free to enter into agreements with prospective buyers as legal agents of those buyers. Seller(s) also understands and agrees that neither Broker nor other sales associates affiliated with Broker will be acting as legal agents of the Seller(s). The above named Broker and Designated Agent (herein after sometimes referred to as "Licensee") may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of your property or properties they may show you. The undersigned 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 clients may rely upon licensee's advice and the client's 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 clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

WHAT A LICENSEE CAN DO FOR 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.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:

1. Confidential information that Licensee may know about the clients, without that 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.

If either client is uncomfortable with this disclosure and dual representation, either client may terminate this agreement at any time.

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+-----+
|L-$ 500,000 NEW          WF N OMD:          CLD:          AT |
+-----+
|S-$          SAG          SO          PNT          FIN          MT          2 |
+-----+
|MAP COORDS - N: 3400 W: 1400 S:          0 E:          0 |
+-----+
|3408 N SOUTHPORT AVE.          #4          8006          01254485 |
|CHICAGO          60657 B:NEW B78:N SUB: |
|DIR:BELMONT EAST TO SOUTHPORT. GO NORTH TO PROPERTY. |
|CRP:CORPORATE          C:COOK          T:COOK          MOD: |
+-----+
|RM: 8 BR: 3 BTH:2.0 MBB:Y FP: BMT:N BB:N PKN:S CAR:1 DN:WLR |
|TPC:CONDO          OWN:CD          BAS:NONE |
|HEA:GAS          AC:CEN AIR          MAI:OTHER |
|APPL:OVEN/RNG,MICROWAVE,DSHWSH,* EXT:BR          UFL:4          TNU:4 |
|DIM:PER SURVEY          TX:NEW          01 TXC:          PIN:14203110310000 |
+-----+
|LR:          4          MB:          4          G:          001          ASM:          S:U |
|DR:          4          B2:          4          J:          001          ASF:1600 |
|KT:          4          B3:          4          H:          001          LPF:          HPF: |
|FR:          4          B4:          N          PET:COUNT LIMIT          EXP: |
|          N          N          TRM:CONV          POS:CLOSING |
|          N          N          DAY: 30          POO:          ATD: |
+-----+
|BEAUTIFUL SOLID BRICK NEW CONSTRUCTION IN HOT LAKEVIEW. ALL |
|THE UPGRADES WITH PRIVATE BALCONY AND ROOFTOP. WALKING |
|DISTANCE TO SHOPS, RESTAURANTS, ETC. GRANITE COUNTERS, SS |
|APPLIANCES AND MUCH MORE! |
+-----+
|CC:2.5-5.0          SCI:X |
|SHO:CALL DENISE 773-401-3358 |
|OWNER:UTOPIA LLC          AON:Y          PH: |
|BROKER:ACCESS REALTY GROUP          ID#:12818          PH:773-929-7320 |
|AGENT:DENISE WILBUR          ID#:106126          PH: |
|AGENT E-MAIL: |
|COLIST:          AAN: |
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INFO NOT GUAR., CHECK FLOOD INS., RM.SZ. ROUNDED TO NEAREST FT.