

UNOFFICIAL COPY

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2002-03-21 15:26:06

Cook County Recorder

43.50

This document prepared by and
after recording should be mailed to:

Law Offices of Kulas & Kulas
2329 W. Chicago Ave.
Chicago, Il. 60622



0020323654



REAL ESTATE BROKER LIEN

The claimant, Vintage Realty, Inc., a licensed real estate broker in the State of Illinois, license #075094191 (hereinafter "Claimant") of the City of Chicago, County of Cook, State of Illinois hereby files a claim for lien against Edward Chrzascik, Tom Rubio and other unknown owners of record, (hereinafter "Owner") of Cook County, Illinois, and in support of said claim states as follows:

1. On January 29, 2000, Owner owned the property commonly known as 1900 W. Chicago Ave., Chicago, Illinois and legally described as follows:

The East 75 feet of the South 125 feet of Lot 8 in Block 7 in Superior Court Partition of Blocks 2, 4 and 7 in the West ½ of Block 3 and the South ½ of Block 8 in Subdivision by Cochran and Others of the West ½ of the Southeast ¼ of Section 6, Township 39, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 17-06-434-039-0000

2. Claimant made a written contract with said owner or his agent for the purpose of selling, leasing, or otherwise conveying any interest in the commercial real estate and said agreement was signed by the owner or his agent. A true and correct copy of said contract is attached hereto as Exhibit "A"..

3. The Claimant or his agents procured a person or entity ready, willing and able to purchase, lease or otherwise accept a conveyance of the property upon the terms set forth in the written agreement with the Owner or otherwise acceptable to the Owner or his agent.

4. The recording of the lien precedes the conveyance.

5. There is due Claimant, after allowing all credits, the sum of Twelve Thousand Five Hundred & 00/100 (\$12,500.00), which the Claimant claims as a lien on said land and improvements.

Vintage Realty, Inc.

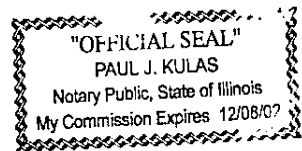
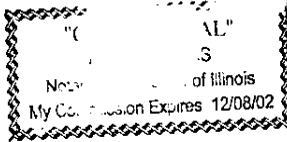
By: Michael Zaparanjuk
Michael Zaparanjuk, Broker

State of Illinois)
) ss
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Zaparanjuk personally known to me to be the President and Secretary of Vintage Realty Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth

Given under my hand and seal, this 18th day of March, 2002.

Commission expires: 12-8-2002 Paul J. Kulas
Notary Public





T. VINICE REALTY, INC. ADDRESS: 2007 N. WINCHESTER

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- 2 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).
- 3 **FIXTURES AND PERSONAL PROPERTY.** Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together
- 4 with the following: (check or enumerate applicable items)
- 5 T.V. Antenna _____ Washer _____ Central air conditioner _____ Electronic garage door(s) _____
- 6 Refrigerator _____ Dryer _____ Window air conditioner _____ with _____ remote unit(s) _____
- 7 Oven/Range _____ Sump pump _____ Electronic air filter _____ Fireplace screen and equipment _____
- 8 Microwave _____ Water softener (if not rental) _____ Central humidifier _____ Fireplace gas log _____
- 9 Dishwasher _____ Wall to wall carpeting, if any _____ Ceiling fan _____ Firewood _____
- 10 Garbage disposal _____ Built-in or attached shelving _____ Outdoor Shed _____ Existing storms & screens _____
- 11 Trash compactor _____ Smoke and carbon monoxide detectors _____ All planted vegetation _____ Attached book cases and cabinets _____
- 12 Window shades, attached shutters, draperies & curtains, hardware & other window treatments _____ Radiator covers _____
- 13 Security system (if not leased) _____

14 Other items included: N/A

15 Items excluded: N/A

16 Address 1900 W. CHICAGO AVE City CHICAGO IL Zip Code 60622

17 I (hereinafter called Seller) do hereby give you (hereinafter called Broker) the sole and exclusive right to sell for a period commencing 11/30

18 1999 and terminating at midnight of 5/29, 1900, and the authority to offer for sale, to promote and advertise as Broker deems

19 appropriate, and to place for sale signs thereon where permitted by law, for a price of \$ 750,000 or on such other terms as Seller may agree

20 to accept.

21 **POSSESSION.** Seller shall surrender possession and remove all debris and Seller's personal property not conveyed to Purchaser no later than

22 AT 5:00 PM

23 **SELLER AGREES:**

24 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

25 property and entry at convenient times by Broker and/or cooperating Brokers whether alone or accompanied by Broker, for the purpose of showing it

26 to prospective Purchasers, to conduct all negotiations through Broker, to pay Broker a commission or compensation in the amount of

27 FLAT FEE \$25,000 in the event Broker produces a Purchaser ready, willing and able to purchase the premises on the terms herein provided;

28 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

29 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

30 the period of this agreement; or if the property is sold, gifted, optioned, joint ventured, or exchanged within 12 months after termination

31 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

32 property of four units or less and if a valid, bona fide, written listing agreement is entered into with another licensed real estate broker during such period,

33 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

34 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

35 determined by the Brokers.

36 Broker(s) and Seller(s) hereby agree that LEONARDO ATLAS sales associate(s) affiliated with Broker, is (are) being

37 named as Seller's exclusive designated legal agent(s) under Seller's Exclusive Listing Agreement with Broker. Seller(s) understands and agrees that the

38 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

39 enter into negotiations with prospective buyers as legal agents of those buyers. Seller(s) also understands and agrees that neither Broker nor other sales

40 associates affiliated with Broker will be acting as legal agents of the Seller(s). The above named Broker and Designated Agent (herein after sometimes

41 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

42 property or property as they may show you. The undersigned acknowledge they were informed of the possibility of this type of representation. Before

43 signing this document, please read the following:

44 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

45 respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the

46 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

47 own best interests and on their own behalf. You acknowledge that licensee has explained the implications of dual representation, including the risks

48 involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this

49 transaction.

50 **WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:**

51 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

52 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

53 for property inspections. 7. Explain closing costs and procedures. 8. Help the buyer compare financing alternatives. 9. Provide information about comparable

54 properties that have sold so both clients may make educated decisions on what price to accept or offer.

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

56 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

57 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

58 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.

59 If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to accept this section unless you

60 want to allow the Licensee to proceed as a Dual Agent in this transaction.

61 By checking "Yes", initialing and signing below, you acknowledge that you have read and understand this section and voluntarily consent to the Licensee acting

62 as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary. Yes No (check one)

63 ELG (initial here)

64 In the event the property is leased during the term of this Agreement, Seller agrees to pay Broker a rental commission of _____ plus expenses.

65 In the event the property is purchased by the lessee, or an option to purchase is granted to lessee which is then exercised by lessee, then in addition to

66 a rental commission, the sales commission or compensation shall be paid to Broker as set forth above.

67 **ADDITIONAL TERMS OR INFORMATION.** Seller hereby represents the following information to be true and correct:

- 68 a) Real Estate tax for 1997 is \$ APPROX 4,000 Homeowner's Exemption Yes / No
- 69 Senior Citizen's Exemption Yes / No
- 70 b) Current monthly assessment \$ N/A includes _____
- 71 c) Percentage of interest in common elements is _____ % Waiver of Right of First Refusal necessary Yes / No
- 72 d) Seller is is not (check one) aware of a proposed special assessment. Seller shall keep listing broker informed of all Board of Directors/Managers
- 73 actions. Seller shall keep Broker informed of all changes to the above.
- 74 e) If applicable, the amount of special assessment is \$ N/A with a remaining balance due of \$ _____
- 75 f) The lot size is approximately 75x125 If condo, approximate square feet _____
- 76 g) Title information: Torrens System Yes / No Land Trust Yes / No
- 77 h) Heating Cost Information: \$ _____ /Month \$ _____ /Year.
- 78 i) Insulation Information:
- 79 If this property is new construction, the following information is required:
- 80 R Factor Thickness Type
- 81 Exterior Walls _____
- 82 Interior Walls _____
- 83 Ceiling _____
- 84
- 85

86 j) If income property, Seller shall provide Broker with accurate copies of all leases, income and expense statements, a rent roll and relevant information

87 necessary to market the property.

88 THIS AGREEMENT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF.

89 **SELLER** DATE: 11-29-2000 ADDRESS _____

EDWARD CHIRZASCIK 352-76-3365 (Social Security #) (City) (State) (Zip Code)

Telephone: Home _____ Work _____ Facsimile _____

SELLER ADDRESS _____

Type or Print Name _____ (Social Security #) _____ (City) _____ (State) _____ (Zip Code)

Telephone: Home _____ Work _____ Facsimile _____

SELLER ADDRESS _____

Type or Print Name _____ (Social Security #) _____ (City) _____ (State) _____ (Zip Code)

Telephone: Home _____ Work _____ Facsimile _____

BROKER VINTAGE PARTNERS

By: LEONARDO ATLAS

