



**COMMERCIAL REAL ESTATE BROKER'S
AMENDED CLAIM FOR LIEN**

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS:

The undersigned claimant, KINGBROOK, INC., an Illinois real estate broker corporation, License Number 078007991 ("Kingbrook"), with an address at 821 E. North Ave., Glendale heights, IL 60139, hereby asserts this Commercial Real Estate Broker's Lien against the "Real Estate" (hereinafter described) and against the interest of the following persons in the Real Estate (individually and collectively, "Owner"):

- Benjamin Culos;
- Ann P. Culos;
- B & A Properties

and any person claiming an interest in the Real Estate by, through, or under the Owner.

Kingbrook states as follows:

1. On or about July 24, 2002, and subsequently, Owner owned fee simple title to the real estate (including all land and improvements thereon) ("Real Estate") in Cook County, Illinois, legally described as follows:

LOT 2 IN ESTES COURT COMMONS, BEING A SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED NOVEMBER 11, 1996 AS DOCUMENT NO. 96884967, IN COOK COUNTY, ILLINOIS.

Permanent Index No: 07-33-101-034-0000
Common Address: 951 - 957 Estes Ave., Schaumburg, IL

The real estate is improved with a multi-tenant commercial / industrial building.

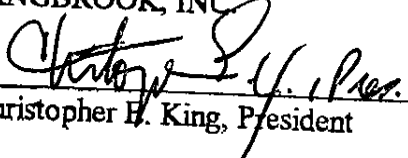
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2. On July 29, 2002, Kingbrook entered into a written brokerage agreement with Ben Culos, by the provisions of which Kingbrook would be entitled to certain commissions upon sale and/or lease of the Real Estate. The brokerage agreement consists of two pages: an Exclusive Right to Lease/Sell Agreement dated July 24, 2002, supplemented by letter dated July 29, 2002. Each document was signed by Ben Culos on the dates indicated. Both documents were signed by Kingbrook on July 29, 2002 as a single, integrated contract. For convenience, both documents are referred to collectively as "Listing Agreement."
3. By the provisions of the Listing Agreement, a sale to certain prospective purchasers identified therein would be excluded from the scope of the Listing Agreement, if closed on or before August 25, 2002. On information and belief based upon title search, no conveyance of the Real Estate was recorded after July 24, 2002 and before August 25, 2002. By its terms, the letter dated July 29, 2002 no longer applies such that any sale of the Real Estate is within the scope of the Listing Agreement.
4. The Listing Agreement, as amended, was entered into by Culos either as an Owner or as a duly authorized representative of the Owners of the Real Estate, and with the knowledge and consent of the Owner. Alternatively, the Owners authorized Culos to enter into the Listing Agreement. Alternatively, the Owners knowingly permitted Culos to enter into the Listing Agreement for the sale or lease of the Real Estate.
5. By the provisions of the Listing Agreement, as amended, Owner agreed to sell the real Estate for the price of \$1,495,000.00, and upon sale of the Real Estate, Owner is obligated to pay Kingbrook a commission in the amount of six percent (6%) of the selling price.
6. On information and belief, Owner has entered into a contract for sale of the Real Estate to Fox Sprinkler Supply Corp. Owner entered into said contract with the prospective purchaser directly, thereby circumventing Kingbrook without regard to the Listing Agreement, and without providing Kingbrook with a copy of the real estate sale contract. Without knowing the actual selling price of the Real Estate, Kingbrook is unable to determine the exact amount of the commission due upon sale. On information and belief, the contract sale price is \$1,300,000.00. Accordingly, Kingbrook would be entitled to a commission in the amount of \$78,000.00 upon sale of the Real Estate to Fox Sprinkler Supply Corp.
7. Kingbrook claims a lien against Owner and on the Real Estate (including all land and improvements thereon) in the amount of its commission, i.e. \$78,000.00 or six percent (6%) of the actual selling price, plus interest, plus attorneys' fees to the extent permitted by law.
8. All information contained in this notice of lien is true and accurate to the knowledge of the undersigned signator.

Dated this 12 day of December 2002.

KINGBROOK, INC.



Christopher H. King, President

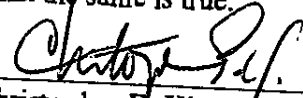
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VERIFICATION

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

Christopher E. King, having first been duly sworn upon oath, deposes and states that he is the President of KINGBROOK, INC., that he has read the foregoing COMMERCIAL REAL ESTATE BROKER'S LIEN and knows the contents thereof, and that the same is true.

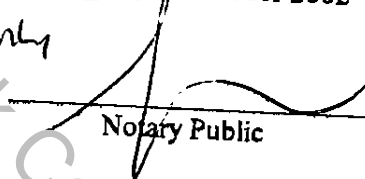


Christopher E. King

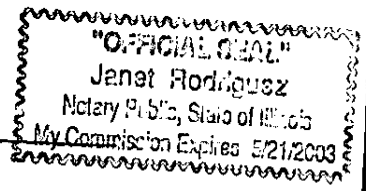
STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

Subscribed and Sworn to before me this 10 day of October 2002

Notarizing Signature only



Notary Public



Commission expires: 5-21-2003

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This Document Has Been Prepared By and After Recording Return To:

Michael J. Torchalski
Attorney At Law, P.C.
4 East Terra Cotta Avenue
Crystal Lake, Illinois 60014

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