



Doc#: 0615147096 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/31/2006 11:05 AM Pg: 1 of 6

Claim of Lien

State of Illinois

County of Cook

Before me, the undersigned Notary Public, personally appeared Deborah Watson who duly sworn says that she is (the lienor herein) (the agent of the lienor herein) whose address is 1463 Ring Road Calumet City, IL 60409 and the in accordance with a contract with DDC and Associates lienor furnished labor, services or materials consisting of :
(Describe specially fabricated materials separately)

Please See Attached Exclusive Listing Agreement dated 10/03/05

on the following described real property in Cook County, State of Illinois:

(Describe real property sufficiently for identification, including street and number):

2713 Wind Point Court Lynwood, Illinois 60411, P I N 33071050320000.

Partial Legal Description: (LAKE) (LYNWOOD) (UNIT 2) SUB OF PT NH SEC 7_35_15

owned by Peggie Applewhite of a total value of Thirteen Thousand Seven Hundred and Fifty Dollars (\$ 13,750.00) of which there remains unpaid Thirteen Thousand Seven Hundred and Fifty Dollars (\$ 13,750.00), and furnished the first of the items on October 14th 2005 and the last of the items on _____, 20____ and (if the lien is claimed by one not in privity with the owner) that the lienor served her notice to owner on May 26, 2006, by United States Postal Service

And, (if required) that the lienor served copies of the notice on the contract on _____, 20____, by _____, and on the subcontractor on 20____, by _____, and (if known) on the lender _____, on _____, by _____.

Signed this 26 day of May, 2006

Lienor: DDC & Associates

By: Deborah Watson

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State of Illinois }
County of Cook }

On May 26, 2006 before me, Leonor Munoz,
appeared Deborah Watson

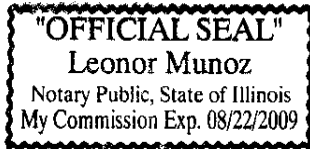
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature Leonor Munoz
Signature of Notary

Affiant _____ Known _____ Produced ID _____

Type of ID Drivers License
(Seal)



Of Cook County Clerk's Office



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CHICAGO ASSOCIATION OF REALTORS®/MLS

EXCLUSIVE LISTING AGREEMENT

(hereinafter referred to as the "Agreement")



1 TO: DDCA Associates ADDRESS: 1463 Ring Road
 2 In consideration of the following agreements and of Broker's efforts to procure an acquiring party for the property (together with its
 3 undivided interest in the common elements, and accumulated reserves, if a condominium), and improvements described below, I/We, the
 4 undersigned Seller(s) (hereinafter referred to as "Seller") appoint you, the Broker (hereinafter referred to as "Broker"), the exclusive right
 5 to sell (or, at Seller's direction, exchange, lease or grant an option to purchase) the property at a purchase price (or other applicable
 6 consideration) of \$ 215,000.00 (which may be changed from time to time) from the date of this Agreement until 11:59
 7 P.M. on _____, 200__, at which time the Agreement shall automatically terminate. From the date of your acceptance of any
 8 offer to purchase the property, unless such offer to purchase is subject to the continual marketing of the property, Broker shall have no further
 9 obligation to market, advertise for sale or show your property. However, the Agreement may be cancelled on or after 10-3-06
 10 (date) by thirty (30) days advance written notice of either party to the other provided that Broker has not yet procured an acquiring party
 11 for the property.

12 FIXTURES AND PERSONAL PROPERTY:

13 Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together with the following: *check or*
 14 *enumerate applicable items*

- | | | | |
|---|--|---|--|
| 15 <input checked="" type="checkbox"/> T.V. Antenna | <input checked="" type="checkbox"/> Washer | <input checked="" type="checkbox"/> Central air conditioner | <u>2</u> Electronic garage door(s) |
| 16 <input type="checkbox"/> Refrigerator | <input checked="" type="checkbox"/> Dryer | <input type="checkbox"/> Window air conditioner | with <u>2</u> remote units(s) |
| 17 <input type="checkbox"/> Oven/Range | <input checked="" type="checkbox"/> Sump pump <u>2</u> | <input type="checkbox"/> Electronic air filter | <u>2</u> Ceiling fan |
| 18 <input type="checkbox"/> Central humidifier | <input checked="" type="checkbox"/> Fireplace gas log | <input checked="" type="checkbox"/> Fireplace screen and equipment | <input checked="" type="checkbox"/> Existing storms & screen |
| 19 <input checked="" type="checkbox"/> Microwave | <input checked="" type="checkbox"/> Fire. c. d. | <input type="checkbox"/> Water softener (if not rental) | <input checked="" type="checkbox"/> All planted vegetation |
| 20 <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Outdoor Shed | <input checked="" type="checkbox"/> Wall to wall carpeting, if any | <input type="checkbox"/> Attached bookcases and |
| 21 <input checked="" type="checkbox"/> Garbage disposal | <input type="checkbox"/> Radiator covers | <input checked="" type="checkbox"/> Built-in or attached shelving | cabinets |
| 22 <input type="checkbox"/> Trash compactor | | <input checked="" type="checkbox"/> Smoke and carbon monoxide detectors | <input checked="" type="checkbox"/> Security system (if not |
| 23 <input checked="" type="checkbox"/> Window shades, attached shutters, draperies & curtains, hardware & other window treatments | | | leased) |
| 24 <input type="checkbox"/> Home warranty (attached hereto, as may or may not be assignable) | | | |

25 Other items included: _____
 26 Items excluded: _____

27 Address: 2713 Windpoint Ct Unit # —
 28 City: Lyndwood IL Zip Code 60411

29 POSSESSION:

30 Seller shall surrender possession and remove all debris and Seller's personal property not conveyed to Purchaser no later than
 31 _____

32 SELLER AGREES:

33 To cooperate fully with Broker (and Seller's Designated Agent) and refer all inquiries to Broker (and Seller's Designated Agent), to
 34 allow inspection of property and entry at convenient times by Broker and/or cooperating Brokers whether alone or accompanied by
 35 Broker, for the purpose of showing it to prospective Purchasers, to conduct all negotiations through Broker, to pay to Broker
 36 \$ _____ for Broker's advertising and marketing costs, to pay Broker a commission or compensation in the amount of
 37 5% in the event Broker produces a Purchaser ready, willing and able to purchase the
 38 premises on the terms herein provided; or if the property is sold, gifted, exchanged, optioned (and such option is exercised before or
 39 subsequent to the termination of this agreement), a joint venture is contracted, or the property is exchanged through or as a result of
 40 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,
 41 gifted, optioned, joint ventured, or exchanged within one hundred eighty (180) days after termination of this agreement to any person to
 42 whom the property was submitted during the term of this agreement, provided however, if the property is residential property of four
 43 units or less and if a valid, bona fide, written listing agreement is entered into with another licensed real estate broker during such
 44 period, no commission or compensation shall be due and owing pursuant to the terms of this agreement. For property which is not
 45 residential property of four units or less, if the property is listed with another broker during such period, Seller shall be liable for
 46 only one commission, the allocation thereof to be determined by the Brokers.

47 Broker(s) and Seller(s) hereby agree that Deborah Watson, sales associate(s) affiliated with Broker,
 48 is (are) being named as Seller's exclusive designated legal agent(s) under Seller's Exclusive Listing Agreement with Broker. Seller(s)
 49 understands and agrees that the Seller's Designated Agent(s) will be Seller's exclusive legal agent pursuant to the Exclusive Listing
 50 Agreement with Broker and Broker will be free to enter into agreements with prospective buyers as legal agents of those buyers.
 51 Seller(s) also understands and agrees that neither Broker nor other sales associates affiliated with Broker will be acting as legal agents
 52 of the Seller(s). The above named Broker and Designated Agent (herein after sometimes referred to as "Licensee") may undertake a
 53 dual representation (represent both the seller or landlord and the buyer or tenant) to sell, exchange, lease, or grant an option to purchase
 54 your property or properties they may show you. The undersigned acknowledge they were informed of the possibility of this type of
 55 representation. Before signing this document, please read the following:

56 Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon licensee's advice and



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57 the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent
58 of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is a result of
59 negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that licensee has explained
60 the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent
61 advice from your advisors or attorneys before signing any documents in this transaction.

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

63 1. Treat all clients honestly. 2. Provide information about the property to the buyer or tenant. 3. Disclose all latent material defects in
64 the property that are arranged for property inspections known to Licensee. 4. Disclose financial qualification of the buyer or tenant to
65 the seller or landlord. 5. Explain real estate terms. 6. Help the buyer or tenant to. 7. Explain closing costs and procedures. 8. Help the
66 buyer compare financing alternatives. 9. Provide information about comparable properties that have sold so both clients may make
67 educated decisions on what price to accept or offer.

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

69 1. Confidential information that Licensee may know about the clients, without that client's permission. 2. The price the seller or
70 landlord will take other than the listing price without permission of the seller or landlord. 3. The price the buyer or tenant is willing
71 to pay without permission of the buyer or tenant. 4. A recommended or suggested price the buyer or tenant should offer. 5. A
72 recommended or suggested price the seller or landlord should counter with or accept.

73 If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to accept
74 this section unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

75 Seller acknowledges having read the foregoing provisions regarding the issue of Agency and Representation as defined under Illinois License
76 Law. By checking "yes", initialing below, and signing this Agreement, you acknowledge that you have read and understand this language
77 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)
78 should that become necessary. Yes No (check one) PA (initials)

79 In the event the property is leased during the term of this agreement, Seller agrees to pay Broker a rental commission of _____
80 plus expenses. In the event the property is purchased by the lessee, or an option to purchase is granted to lessee which is then exercised
81 by lessee, then in addition to a rental commission, the sales commission or compensation shall be paid to Broker as set forth above.

82 **ADDITIONAL TERMS OR INFORMATION:**

83 Seller hereby represents the following information to be true and correct:

- 84 a) Real Estate tax for 200 3 is \$ _____ Homeowner's Exemption: _____ Yes/ No
- 85 yearly b) Current monthly assessment \$ 100 include _____ Senior Citizen's Exemption: NDA Yes/ NDA No
- 86 c) Percentage of interest in common elements is _____%. Waiver of Right of First Refusal necessary Yes / No
- 87 d) Seller is is not _____ (check one) aware of a proposed special assessment. Seller shall keep listing Broker informed of all Board stock lake
88 of Directors/Managers actions. Seller shall keep Broker informed of all changes to the above. use of club
lake & care for
House
- 89 e) If applicable, the amount of special assessment is \$ _____ with a remaining balance due of \$ _____
- 90 f) The lot size is approximately _____ If condo, approximate square feet _____
- 91 g) Heating Cost Information: \$ _____ /Month \$ _____ /Year

92 h) Additional Information: If this property is new construction, the following information is required:

	R Factor	Thickness	Type
95 Exterior Walls	<u>/</u>	<u>/</u>	<u>/</u>
96 Interior Walls	<u>/</u>	<u>/</u>	<u>/</u>
97 Ceiling	<u>/</u>	<u>/</u>	<u>/</u>

98 i) If income or commercial property, Seller shall provide Broker with accurate copies of all leases, income and expense statements, a rent
99 roll, existing environmental reports and relevant information necessary to market the property within fourteen (14) days after the date of
100 the Agreement.

101 j) For residential properties located within the City of Chicago, local ordinances require that all properties must have smoke and carbon
102 monoxide detectors present and in working condition. Seller agrees to comply with such ordinances. In addition, Seller must provide Broker
103 with a Zoning Certificate (if applicable) and lead paint disclosure form completed within five (5) days after the date of the Agreement.

104 **THIS AGREEMENT IS SUBJECT TO THE PROVISIONS APPEARING ON PAGES THREE AND FOUR HEREOF.**

105 DATE: 10-03-05

106 SELLER: Peggie J Applewhite ADDRESS: 7713 Windpoint Yonkers IL 60411
Type or Print Name (City) (State) (Zip Code)

107 Telephone: Home 708-474-5618 Work 773-568-6268 Facsimile _____ Email _____ -5150

108 SELLER: _____ ADDRESS: _____
Type or Print Name (City) (State) (Zip Code)

109 Telephone: Home _____ Work _____ Facsimile _____ Email _____

110 SSN of SELLER _____

111 SELLER'S ATTORNEY _____ BROKER _____
112 OFFICE IDENTIFICATION NUMBER _____ AGENT IDENTIFICATION NUMBER _____

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113 PROVISIONS:

- 114 1. Broker's sole duty is to use Broker's best efforts to effect a sale, exchange, lease, or option of the property, and Broker is not charged
115 with the custody of the property, its management, maintenance, upkeep or repair.
- 116 2. The parties agree that any dispute, controversy, or claim arising out of or relating to this exclusive listing agreement, or any breach
117 thereof by either party, shall be resolved by arbitration in accordance with the Code of Ethics and Arbitration Manual of the National
118 Association of REALTORS®, as amended from time to time, through the facility of the Chicago Association of REALTORS®. The
119 parties agree to be bound by any award rendered by any professional standards arbitration hearing panel of the Chicago Association
120 of REALTORS® and further agree that judgment upon any award rendered by a professional standards arbitration hearing panel of
121 the Chicago Association of REALTORS® may be entered in any court having jurisdiction thereof. The parties agree to execute any
122 arbitration agreements and documents as may be required by the Chicago Association of REALTORS® to facilitate any arbitration.
- 123 3. Seller shall comply with the Real Estate Settlement Procedures Act of 1974, if applicable, and furnish all information required for
124 compliance therewith, and, if applicable, Seller agrees to comply with the Residential Real Property Disclosure Act.
- 125 4. If the property is other than a condominium or a cooperative, then prior to closing, Seller shall furnish a survey by a licensed land
126 surveyor dated not more than six (6) months prior to date of closing of Real Estate Sale Contract showing the present location of all
127 improvements. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey, same shall be obtained at Purchaser's
128 expense. If the property is a condominium, then no later than 15 days from the date hereof Seller shall furnish to Broker a complete
129 set of condominium documents, to include declaration, bylaws, and if available, a survey. If the property is a cooperative, then, no
130 later than 15 days from the date hereof Seller shall furnish to broker a complete set of cooperative documents, to include the
131 proprietary lease or trust agreement, the bylaws, and if available, a survey.
- 132 In the event the property is a townhouse or condominium and dependent upon the condominium association's governing
133 documents, either upon execution of this multiple listing agreement or upon acceptance of an offer to Purchaser by Seller, Seller
134 shall promptly notify the appropriate representative of the condominium association or any affiliated organization of the
135 contemplated transaction. Seller shall furnish Purchaser a statement from an authorized officer or agent of the condominium
136 association certifying payment of assessments for condominium common expenses, and if applicable, proof of waiver or termination
137 of any right of refusal or general option contained in the declaration of condominium together with any other documents required by
138 the declaration of condominium or its bylaws as a precondition to the transfer of ownership. At time of closing Seller shall deliver to
139 the Purchaser all appropriate documents properly endorsed and a survey or plat of the condominium unit showing the location of all
140 improvements of such unit and further showing any parking spaces or garages that will be conveyed. Seller shall comply with all of the
141 conditions and stipulations of the Illinois Condominium Property Act, as amended, as may be applicable.
- 142 5. Seller shall furnish an owner's title insurance policy in the amount of the purchase price showing good and merchantable title, and
143 execute and deliver, or cause to be executed and delivered to Purchaser a proper instrument of conveyance.
- 144 6. Seller hereby indemnifies and holds Broker and Broker's agents harmless, from any and all claims, disputes, litigation, judgments,
145 costs and legal fees from the defense of same, including reasonable attorneys' fees and costs, arising from the misrepresentations by the
146 Seller or other incorrect information supplied by the Seller to Broker or any third party.
- 147 7. Where applicable, the singular form shall include the plural, and the masculine form shall include the feminine and neuter.
- 148 8. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the
149 parties hereto.
- 150 9. Seller warrants his authority to execute this agreement and to deal with and on behalf of the said property as herein provided.
- 151 10. If a dispute arises between Seller and Purchaser as to whether a default had occurred, Broker shall hold the earnest money and
152 pay it out as agreed in writing by Seller and Purchaser or as directed by a court of competent jurisdiction. In the event of such dispute
153 Seller agrees that Broker may deposit the funds with the Clerk of the Circuit Court by the filing of an action in the nature of an
154 Interpleader. The Seller agrees that Broker may be reimbursed from the earnest money for all costs, including reasonable attorneys'
155 fees and court costs, related to the filing of the Interpleader and hereby agrees to Indemnify and hold Broker harmless from any and
156 all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such default claims
157 and demands. If Seller defaults, earnest money, at option of Purchaser, and upon written direction by Seller and Purchaser or as
158 directed by a Court of competent jurisdiction, shall be refunded to Purchaser, but such refunding shall not release Seller from the
159 obligation of this agreement. Notwithstanding anything herein to the contrary, disbursement of earnest money shall be in accordance with
160 the Real Estate License Act, as amended.
- 161 11. Seller understands and agrees that Broker may from time to time represent or assist other sellers who may be interested in selling
162 property to buyers with whom Broker has a buyer agency contract or with whom Broker is working as a customer. The Seller
163 consents to Broker's representation of such other sellers before, during and after the expiration of this Exclusive Listing Agreement
164 and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon Broker's
165 representation or assistance of other sellers who may be interested in selling property to buyers with whom Broker has a buyer agency
166 contract or with whom Broker is working as a customer.
- 167 12. Broker is hereby authorized to promote and advertise said property, including the display of signs, as Broker deems appropriate, to

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168 place the property in any multiple listing service in which Broker participates, to promote property on any Internet homepage
 169 and/or any other advertising medium to which Broker may subscribe and to release information as to the amount of the selling price,
 170 type of financing, and number of days to sell this property to any multiple listing service in which Broker participates at the time a
 171 contract is executed. Broker is authorized to share Broker's compensation or commission with all cooperating Brokers regardless of any
 172 cooperating Broker's agency relationship to Seller, Broker or the Buyer.

173 **13.** In the event this Agreement is cancelled by Seller pursuant to its right to do so as previously described within this Agreement,
 174 unless mutually agreed to in writing by Broker and Seller, Seller shall pay to Broker, upon written demand by Broker within four (4)
 175 business days of written demand, reimbursement of Broker's out-of-pocket expenses, including but not limited to: marketing,
 176 advertising, office expenses, Multiple Listing Service (MLS) fees, printing, attorneys' fees and court costs. The amount of Broker's
 177 out-of-pocket expenses shall be determined solely by Broker. In cases of the Seller's breach of this Agreement, Seller shall pay to Broker
 178 the commission or compensation previously described within this Agreement payable on the full price previously listed within this
 179 Agreement to compensate Broker for his or her time, expenses and services involved in marketing the property.

180 No amendment or alteration with respect to the amount of commission or time of payment of commission shall be valid or
 181 binding unless made in writing and signed by the parties hereto.

182 Broker's commission is to be paid at time of execution and delivery of deed, option, lease, joint venture agreement, or
 183 installment agreement for deed, whichever occurs sooner, and Broker is authorized to deduct the commission and expenses from the
 184 earnest money deposit at such time.

185 **BROKER IS AUTHORIZED TO ACCEPT AN EARNEST MONEY DEPOSIT FROM PURCHASER. IF PURCHASER**
 186 **DEFAULTS AND SELLER DECLARES A FORFEITURE OF THE EARNEST MONEY, THE EARNEST MONEY**
 187 **SHALL BE APPLIED FIRST TO PAYMENT OF BROKER'S COMMISSION AND ANY EXPENSES INCURRED, AND**
 188 **THE BALANCE PAID TO SELLER, EXCEPT AS OTHERWISE STATED IN PARAGRAPH 10 OF THE PROVISIONS OF**
 189 **THIS AGREEMENT.**

190 **14.** IT IS ILLEGAL FOR EITHER THE SELLER OR THE BROKER TO REFUSE TO DISPLAY OR TO SELL TO ANY
 191 PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G.: RACE, COLOR, RELIGION, NATIONAL
 192 ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, OR ANY
 193 OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. SELLER AND BROKER
 194 ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF STATE AND LOCAL (CITY AND/OR
 195 COUNTY) HUMAN RIGHTS OR FAIR HOUSING ORDINANCES IF ANY AND AGREE TO COMPLY WITH SAME.

196 **15.** Seller hereby authorizes Broker and its agent to place an electronic or combination lock box on the above property in accordance
 197 with the terms and conditions previously described within this Agreement for the purpose of keeping a key to the property for access
 198 by cooperating real estate agents. Seller shall hold Broker, its agents, and any Multiple Listing Service of which Broker is a
 199 participant harmless from any and all liability, claims, judgments, obligations, or demands against Broker and/or agent as a result of
 200 Seller's authorization to use a "Lock Box," including, but not limited to, any and all liabilities and costs, including reasonable
 201 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
 202 Broker and/or agents. Seller has been advised by the Listing Broker of the safeguarding or removal of valuables now located
 203 within said premises and the need to obtain personal property insurance through the Seller's insurance company. If the property is leased,
 204 Seller acknowledges that he has in fact notified and advised the tenant/occupant of the foregoing and that the tenant/occupant agrees to
 205 the foregoing terms and provisions.