

*NON EXCLUSIVE RIGHT TO SELL AGENCY AGREEMENT



THIS AGREEMENT made and entered into on this 10th day of July, 2006, between MARIAN SMITH (listing company), hereinafter referred to as OWNER ("Owners") and CENTURY 21 DABBS ASSOCIATES (listing company), hereinafter referred to as BROKER. The parties agree that Broker shall have the exclusive right to market and sell Owner's property upon the following conditions: Beginning on 7-14-06 the Owner hereby gives CENTURY 21 DABBS the exclusive right and authority to sell that certain real and personal property described as:

SECTION 1: PROPERTY INFORMATION

Property Address: 16722 S. Kimbark Court
City: South Holland, IL 60473 County: Cook Illinois, Zip Code: 60473

Listing Price: \$ 229,950 (G/L) or any other price, or terms or exchange to which the Owner may hereafter consent.
10 It is hereby agreed that, in the event it becomes necessary to pay a 0 % discount fee or premium on the purchaser's mortgage loan, the same will be paid by
11 Owner and Owner hereby authorizes the deduction of this amount from the net proceeds due Owner. Included in the purchase price are: 12 electrical fixtures; sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting; built-in kitchen appliances, equipment, and cabinets;
13 water softener (except rental units); storm and screen windows and doors; attached shutters, window treatment hardware, blinds and shades; built-in shelving systems;
14 fireplace screen; roof or attic TV antenna; all planted vegetation; garage door openers and car units together with all improvements and fixtures. If any, shall be left on the
15 premises, and shall be transferred to the Buyer by a Bill of Sale at the time of closing. The following items shall also be left on the premises and be conveyed to the Buyer
16 at time of closing:

17 B/D W/ Ref Stove Washer/Dryer
18 All the aforementioned equipment remaining with the property belongs to the Owner, and will be in operating condition at the time of closing, except for the
19 following: N/A

20 Possession shall be given: Negotiable
21 Owner has no knowledge of any assessments or special taxes for improvements, or lien for improvements, either of record or in process, applicable to the property listed
22 herein and should the Owner receive any notice thereof, Owner agrees to notify the Broker immediately. All taxes and all usually prorated expenses shall be prorated
23 pursuant to the terms of the sales contract.

24 SECTION 2: TERM. This contract shall begin this date and be effective until terminated. This Contract can only be terminated prior to the termination date by written
25 agreement of both parties.

26 SECTION 3: BROKER'S DUTIES. Owner agrees that for the purpose of marketing Owner's property, Broker shall place Owner's property in the Multiple
27 Listing Service(s) in which the Broker is a member.

28 Broker is authorized to show the property to prospective buyers represented by buyer's agents, and Broker, in its sole discretion, may pay a part of the agreed commission
29 to buyer's agent or other cooperating brokers. Broker is authorized, in its sole discretion, to determine with which brokers it will cooperate, and the amount of
30 compensation that it will offer cooperating brokers in the sale of Owner's property. Owner acknowledges that the compensation offered to such cooperating brokers may
31 vary from broker to broker.

32 Broker and Designated Agent(s) are authorized, in their sole discretion, to place a "for sale" sign on the property, if permitted by law, to remove all other such signs, to place
33 a lock-box on the property, if the Owner so desires, to have access to the property at all reasonable times for the purpose of showing it to prospective purchasers, to place
34 cooperate with other brokers and to use pictures of the property for marketing purposes. In consideration of the granting of this EXCLUSIVE RIGHT TO SELL,
35 BROKER agrees as follows:

36 a. To direct a concentrated effort of the Broker in promoting the sale of the Property.
37 b. To advertise the property as Broker deems advisable in newspapers, publications, the Internet, or other media.
38 c. To process and distribute the information regarding this listing as Broker deems advisable to other REALTORS® or other real estate brokers and to furnish at
39 all times additional and proper information requested by any REALTOR® or other real estate brokers and to assist cooperating brokers in closing a transaction on the
40 Property when requested. Neither Broker nor Designated Agent(s) are charged with the custody of the property, its management, maintenance, upkeep, or repair.

41 SECTION 4: REPRESENTATION. Broker designates and Owner accepts James MATZ
42 ("Designated Agent") a licensee(s) associated with Broker, as the only legal agent(s) of Owner for the purpose of representing Owner in the marketing and sale of
43 Owner's property. The Designated Agent(s) will be primarily responsible for the direct marketing and sale of Owner's property. Owner understands and agrees that
44 neither Broker nor any other sales associate associated with Broker (except as provided herein) will be acting as the legal agent of the Owner. The fiduciary duties owed
45 to the Owner will only be owed to Owner by the Designated Agent(s). Broker will have no fiduciary relationship with the Owner. Broker reserves the right to appoint
46 additional designated agents for Owner when, in Broker's discretion, it is necessary. Owner shall be informed in writing within a reasonable time of any such
47 appointment. Owner understands and agrees that other sales associates affiliated with Broker other than Owner's designated agent(s) may represent the actual or
48 prospective buyer of Owner's property. Further, Owner understands and agrees that if the property is sold through the efforts of a sales associate affiliated with Broker
49 who represents the buyer, the other sales associate affiliated with Broker will be acting as a buyer's designated agent. IMPORTANT AGENCY DISCLOSURES
50 CONTAINED ON REVERSE SIDE OF THIS AGREEMENT IN SECTION 9.

51 SECTION 5: OWNER'S DUTIES. Owner agrees to immediately refer to Designated Agent(s) all prospective purchasers or brokers who contact Owner for any reason
52 and to provide Designated Agent(s) with their names, addresses and phone numbers.
53 Owner acknowledges that neither Broker, nor Designated Agent(s), is an insurer against the loss of Owner's personal property. Owner is advised to safeguard or
54 remove valuables located in said premises.

55 Owner understands that the information, which Owner provides to Designated Agent(s) for listing information, will be used to advertise Owner's property to the public.
56 and it is essential that this information be accurate. OWNER UNDERSTANDS THAT THEY HAVE AN OBLIGATION TO PROVIDE ACCURATE, TRUTHFUL
57 INFORMATION TO BE PUT IN THE MLS INPUT SHEET AND HEREBY PROMISES TO FULFILL THIS OBLIGATION. Although Owner is listing Owner's
58 property in its present physical condition, Owner understands that Owner may be held responsible by a Buyer for any latent or hidden, undisclosed defect in the property
59 which are known to Owner but which are not disclosed to the Buyer at time of sale.

60 SECTION 6: COMPENSATION. If, during the term of this Contract, Broker obtains an offer to purchase the property at the listing price, or if Owner enters into a
61 contract for the sale or exchange of the property at any price and upon any terms to which Owner consents, Owner shall pay Broker a commission of 5 % of the
62 total purchase price of the sale or exchange plus a compliance fee of \$175.00. Owner agrees that such a commission shall be paid if the property is sold or exchanged by
63 Owner within a protection period of 180 days following the terms of this Contract or any extension thereof to an agent whom the property was introduced during the term
64 of this Contract. However, this provision shall not apply if Owner enters/entered into a valid, written listing agreement with another licensed Illinois real estate broker
65 during the protection period. In the event the property shall be a condominium, townhouse or other like form of ownership wherein an association or group has a right of
66 first refusal to purchase Owner's property, and exercises that right, Broker shall be considered to have found a buyer ready, willing and able to purchase the property. If
67 the transaction shall not be closed because of refusal, failure or inability of the Owner to perform, the Owner shall pay the said commission in full to Broker upon
68 demand. Should a sale be in pending status, at the expiration of this agreement, Owner shall pay CENTURY 21 DABBS the full commission set forth upon
69 closing of said sale.

70 SECTION 7: Owner represents the following information to be true and correct:
71 a. Real Estate Tax for 2006 is \$ 2,000 and is subject to Cook County records and reflects the following:
72 Homeowner's Exemption Y / N Sr. Citizen's Homestead Deduction Y / N
73 b. Current monthly assessment is N/A includes:
74

75 c. Percentage of interest in common element is N/A % Waiver of Right of First Refusal necessary Y / N
76 d. Lot size is approximately: 24 survey If condo, approximate sq. ft. _____
77 This contract is subject to the provisions appearing on the other side of this contract. This contract may be executed in multiple copies.

78 THE PARTIES HAVE REVIEWED THE ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH APPEAR ON THE REVERSE SIDE
79 OF THIS PAGE.

80 SIGNATURES ARE REQUIRED OF ALL WHO HOLD INTEREST. OWNER CERTIFIES THAT OWNER IS THE OWNER OF THE PROPERTY
81 DESCRIBED HEREIN.

82 BY: _____ Date: _____
83 Managing Broker _____ Date: _____
84 _____ Date: _____
85 Designated Agent _____ Date: _____
86 _____ Date: _____
87 Designated Agent Phone Number _____
88 _____
89 OF _____
90 Owner Phone Number _____

Owner: Marian Smith 7/10/06
Tax I.D./S.S.# _____
Owner: _____ Date: _____
Tax I.D./S.S.# _____



Doc#: 0627218047 Fee: \$46.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/29/2006 12:36 PM Pg: 1 of 1

Century 21 Dabbs
905 W 175th St
Homewood, IL 60430
ATTN: James Matz

16722 S. Kimbark Court
South Holland, IL 60473
PIN NUMBER 29234100160000

----- Legal Description -----
Plat: T2424464
Blk: Lot: Unit: Qtr: Sct: Twp: Rng:
(SIXTH) ADD TO (CATALINA) SUB OF PT OF LOT 2 OF K DAL
ENBERGS SUB OF PT OF WH & PT LYING N OF LINE ESTABLISHED BY DALENBERG & SWET*
X E 2 CHAINS WH EH SH SEC 23-36-14