

# UNOFFICIAL COPY



## DOCUMENT PREPARED BY

### AND RETURN TO:

Contractors Lien Services, Inc.  
6315 N. Milwaukee Ave.  
Chicago, IL 60646  
773-594-9090  
773-594-9094 fax  
getpaid@paydaylien.com

Doc#: 0717650211 Fee: \$19.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/25/2007 01:43 PM Pg: 1 of 5

## CLAIM OF LIEN (MECHANICS)

State of Illinois

SS. County of **Cook**.

The claimant, **Michael Realty** hereby files its lien as an original contractor against (hereinafter, collectivity, "contractor") hereby files its lien as an original contractor against (hereinafter, collectivity, "contractor") and (hereinafter, collectivity, "owner") and states:

On **6/18/2007** Owner owned in fee simple title to the certain land described Exhibit A attached hereto, including all land and improvements thereon, in the county of **Cook** State of Illinois. Permanent Index Numbers: **14 29 308 045 0000 , 14 29 308 046 000** commonly known as: **2617 N. Wayne Ave., Chicago IL 60614-5118.**  
Owner of Record **2617 N. Wayne, Inc**

And that was the owner's contractor for the improvement thereof:

On **5/25/2007** contractor made an implied contract with the claimant to furnish all labor and materials, equipment and services necessary for,  
**Appraisal, Inspection, Listing Advertisements, and Exclusive Sales Agreement signed Contract.**

for and in said improvement and that on **6/18/2007** the claimant completed all required by said contract to be done.

That at the special instance and request of contractor(s), the claimant furnished extra and additional materials at and extra and additional labor on said premises of the value of \$ **0.00** completed on **6/18/2007.**

Thursday, June 21, 2007

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The original contract amount was for \$ **89,999.55** . That said contractor is entitled to credits on account thereof as follows \$ **0.00** leaving due, unpaid and owing to the claimant after allowing all credits, the sum of \$ **89,999.55** for which, interest of 10% \$ **73.97** , in addition to extra work done in the amount of \$ **0.00** , the filing fee amount of \$ **497.00** , the release of liens fee of \$ **150.00** , certified mailing fees of \$ **37.00** , and title search fees of \$ **60.00** for a total of \$ **90,817.52** due and owing.

The claimant claims a lien on said land and improvements and on the monies or other consideration, due to or to become due from owner under said contract against said contractors and owner.

Date: 6/21/2007

Signed by: *Steven F. Boucher* Print Name/Title Steven F Boucher

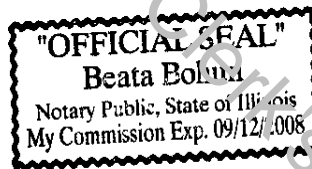
### VERIFICATION

I declare that I am authorized to file this CLAIM OF LIEN (MECHANICS) on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the law of the State of Illinois that the foregoing is true and correct. Executed at Contractors Lien Services, Inc. on 6/21/2007 for Michael Realty.

Signed by: *Steven F. Boucher* Print Name/Title Steven F Boucher

Subscribed and sworn to before me on this 21 day of June, 2007

*Beata Bolun*  
Notary Public



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## SCHEDULE C

File No.: 2006-01499-PT

Commitment No.: 2006-01499-PT

### PROPERTY DESCRIPTION

The land referred to in this commitment is described as follows:

PARCEL 1:

LOT 17 IN JOHN P. ALTGELD'S SUBDIVISION OF THE WEST 1/2 OF THE SUB-BLOCK 3 IN BLOCK 44 IN SHEFFIELD'S ADDITION TO CHICAGO, SAID SHEFFIELD'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, THE SOUTHEAST 1/4 OF SECTION 31, AND THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, THE WHOLE OF SECTION 32 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 18 IN JOHN P. ALTGELD'S SUBDIVISION OF THE WEST 1/2 OF SUB-BLOCK 3 IN BLOCK 44 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



REALTOR ASSOCIATION OF NORTHWEST ILLINOIS  
EXCLUSIVE AUTHORIZATION & RIGHT TO SELL/LEASE AGREEMENT



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1. To: Listing Company (Broker) Michael Kealy & Associate Inc Date: 05-25-07  
2. \_\_\_\_\_  
3. Property Address: Street 2617-2619 E Wayne St Unit# \_\_\_\_\_ Garage# \_\_\_\_\_  
4. \_\_\_\_\_  
5. City Chicago State IL Zip Code 60614 County Cook  
6. \_\_\_\_\_  
7. Permanent Index Number (PIN) 14293080460000 Approximate Lot Dimensions 48 X 125 Zoned R5  
8. Property will be listed at \$ 1,999,999.00 or a rental of \$ N/A with possession at Closing  
9. If a lease, indicate terms of lease N/A

10. \_\_\_\_\_  
11. All references to Seller or Lessor in this Agreement are hereinafter referred to as Seller. All references to Buyer or Lessee in this Agreement are hereinafter referred to as Buyer.  
12. \_\_\_\_\_  
13. In consideration of the following conditions and of Broker's efforts to procure an acquiring party for the property and improvements described herein, Seller gives Broker the exclusive right  
14. to sell, exchange, lease or option to purchase the property and to advertise and display signs from the date of this Agreement until the expiration of 1 YEAR, at which time this Agreement shall  
15. automatically terminate. Further, from the date of Seller's acceptance of this contract to purchase the subject property, unless such contract to purchase is subject to continued marketing,  
16. Broker shall have no further obligation to market, advertise for sale or show the property during the pendency of that contract.  
17. \_\_\_\_\_  
18. This Agreement may be cancelled on or after 09-31-07 (date) by 30 days advance written notice of either party to the other.

19. \_\_\_\_\_  
20. BROKERAGE FEE: Seller shall pay a real estate brokerage fee to Broker in the amount of 4.5% of the sale price in accordance with the terms and conditions contained herein  
21. and on the reverse of this Agreement. Broker shall be the exclusive leasing agent of Seller for which Broker shall, upon execution of a lease for the property, receive from Seller a leasing  
22. fee of N/A. In the event the property is leased and Lessee subsequently purchases the property, Broker shall, in addition to the fee for leasing the property,  
23. also be entitled to the Brokerage Fee for the acquisition of the property in accordance with the terms and conditions of this Agreement. Seller authorizes Broker to disseminate information  
24. about the property through any Multiple Listing Service (MLS) in which Broker is a participant or has access, to utilize cooperating brokers in carrying out Broker's  
25. obligations hereunder and to pay compensation to such cooperating brokers in the amount of \_\_\_\_\_ of the sale price.

26. DESIGNATED AGENT/LICENSEE: Broker designates Sam Moragheb (Seller's Designated Agent/Licensee).  
27. a sales associate affiliated with Broker as the only legal agent of Seller. Broker reserves the right to name additional designated agents when, in Broker's discretion, it is necessary.  
28. If additional designated agents are named, Seller shall be informed in writing within a reasonable time. Seller acknowledges that Seller's Designated Agent may from time to time have another  
29. sales associate, who is not an agent of Seller, hold an open house at Seller's property or provide similar support in the marketing of Seller's property. Seller understands and agrees that  
30. this Agreement is a contract for Broker to market Seller's property, and that Seller's Designated Agent will be primarily responsible for the direct marketing and sale of Seller's property.

31. DUAL AGENCY: NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL  
32. AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS  
33. DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY LEGALLY ACT AS DUAL AGENT ONLY WITH YOUR CONSENT.

34. The undersigned Sam Moragheb (Designated Agent/Licensee), and any subsequent  
35. Designated Agent(s) may undertake a dual representation (represent both Seller and Buyer) for the sale of this property. The undersigned acknowledge they were informed of the  
36. possibility of this type of representation. BEFORE SIGNING THIS DOCUMENT PLEASE READ THE FOLLOWING:  
37. Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the clients' respective interests may be adverse to each other.  
38. Licensee will undertake this representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to the final contract price or other terms is a result of  
39. 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  
40. involved and understand that you have been advised to seek independent advice from an attorney before signing/executing any documents in this transaction.

41. WHAT A LICENSEE CAN DO FOR THE CLIENTS WHEN ACTING AS A DUAL AGENT:
- 42. 1. Treat all clients honestly.
  - 43. 2. Provide information about the property to the Buyer.
  - 44. 3. Disclose all latent material defects in the property that are known to Licensee.
  - 45. 4. Disclose financial qualification of Buyer to Seller.
  - 46. 5. Explain real estate terms.
  - 47. 6. Help Buyer arrange for property inspections.
  - 48. 7. Explain closing costs and procedures.
  - 49. 8. Help Buyer compare financing alternatives.
  - 50. 9. Provide information about comparable properties that are sold so both clients may make educated decisions on what price to accept or offer.
51. WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:
- 52. 1. Confidential information that Licensee may know about the clients, without the clients' permission.
  - 53. 2. The price Seller will take other than the listing price without permission of Seller.
  - 54. 3. The price Buyer is willing to pay without permission of Buyer.
  - 55. 4. A recommended or suggested price Buyer should offer.
  - 56. 5. A recommended or suggested price Seller should counter with or accept.
57. If Seller is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to consent to Dual Agency unless you want to allow Licensee to proceed as  
58. a Dual Agent in this transaction (that is, to represent both Seller and Buyer). Seller acknowledges that they have been advised as to any alternative agency relationships available through Broker  
59. By initiating, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH Seller or landlord and Buyer  
60. should that become necessary.

61.  Seller DOES consent to Licensee acting as Dual Agent (Initials) [Signature]  Seller DOES NOT consent to Licensee acting as Dual Agent (Initials) \_\_\_\_\_

62. FIXTURES AND PERSONAL PROPERTY: All of the fixtures and personal property stated herein are owned by Seller and to Seller's knowledge are in operating condition unless otherwise  
63. stated herein. Seller agrees to transfer to Buyer all heating, electrical and plumbing systems together with the following items of personal property by Bill of Sale:

64. (Check or enumerate applicable items)
- |  |   |  |   |
|--|---|--|---|
| 65. <input type="checkbox"/> Refrigerator              | <input type="checkbox"/> All Tacked Down Carpeting        | <input type="checkbox"/> Fireplace Screen(s)/Door(s)/Grate(s)      | <input type="checkbox"/> Central Air Conditioning       |
| 66. <input type="checkbox"/> Oven/Range/Stove          | <input type="checkbox"/> All Window Treatments & Hardware | <input type="checkbox"/> Fireplace Gas Logs                        | <input type="checkbox"/> Electronic or Media Air Filter |
| 67. <input type="checkbox"/> Microwave                 | <input type="checkbox"/> Built-in or Attached Shelving    | <input type="checkbox"/> Existing Storms & Screens                 | <input type="checkbox"/> Central Humidifier             |
| 68. <input type="checkbox"/> Dishwasher                | <input type="checkbox"/> Smoke Detector(s)                | <input type="checkbox"/> Security System(s) (owned)                | <input type="checkbox"/> Sump Pump(s)                   |
| 69. <input type="checkbox"/> Garbage Disposal          | <input type="checkbox"/> Ceiling Fan(s)                   | <input type="checkbox"/> Intercom System                           | <input type="checkbox"/> Water Softener (owned)         |
| 70. <input type="checkbox"/> Trash Compactor           | <input type="checkbox"/> TV Antenna System                | <input type="checkbox"/> Central Vac & Equipment                   | <input type="checkbox"/> Outdoor Shed                   |
| 71. <input type="checkbox"/> Washer                    | <input type="checkbox"/> Window Air Conditioner(s)        | <input type="checkbox"/> Electronic Garage Door Opener(s)          | <input type="checkbox"/> Attached Gas Grill             |
| 72. <input type="checkbox"/> Dryer                     | <input type="checkbox"/> All Planted Vegetation           | <input type="checkbox"/> with Transmitter(s)                       | <input type="checkbox"/> Light Fixtures, as they exist  |
| 73. <input type="checkbox"/> Satellite Dish and System |   | <input type="checkbox"/> Invisible Fence System, Collar(s) and Box | <input type="checkbox"/> Home Warranty \$ _____         |

74. Other items included: This listing will not be in MLS. only in  
75. Items NOT included: house listing

76. LOCKBOX: SELLER HEREBY (initial one) DOES \_\_\_\_\_ DOES NOT \_\_\_\_\_ AUTHORIZE BROKER to place an electronic or combination lockbox on the  
77. property in accordance with the terms and conditions on the reverse of this Agreement, for the purpose of keeping a key to the property for access by cooperating real estate agents.  
78. SELLER UNDERSTANDS IT IS ILLEGAL FOR SELLER OR BROKER TO REFUSE TO SELL/LEASE TO OR DISCRIMINATE AGAINST ANY PERSON BECAUSE OF THE PERSON'S RACE, COLOR, SEX  
79. RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, MARITAL STATUS, FAMILIAL STATUS, PHYSICAL OR MENTAL HANDICAP, OR UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, OR AN  
80. OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT, OR THE FEDERAL FAIR HOUSING ACT OR ANY OTHER APPLICABLE FEDERAL, STATE, COUNTY, OR LOCAL  
81. STATUTE OR ORDINANCE.

82. ASSESSMENTS: Seller shall pay for all assessments, regular or special, due or levied prior to closing, which include: \_\_\_\_\_  
83. \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
84. \_\_\_\_\_  
85. \_\_\_\_\_  
86. \_\_\_\_\_  
87. \_\_\_\_\_  
88. \_\_\_\_\_  
89. \_\_\_\_\_  
90. \_\_\_\_\_  
91. \_\_\_\_\_

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90. \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_

91. **ASSOCIATION DUES:** Seller acknowledges a current Condominium/Homeowners' Association Assessment/Fee of \$ \_\_\_\_\_

92. which includes: \_\_\_\_\_

93. Seller will provide the most recent ascertainable tax bill and represents that the most recent ascertainable tax bill for the year Approx 05 is \$ 13,500.00

94. Seller warrants that he has the authority to execute this Agreement and to bind all parties who have an ownership interest in this property and to deal with and on behalf of said property;

95. herein provided including providing evidence of good, insurable and merchantable title. Seller warrants that any prior listing agreements have in fact been cancelled, expired, terminated and

96. longer in effect upon the signing of this Agreement. Seller shall complete, simultaneously with this Agreement, the DISCLOSURE REPORTS required by law and agrees to respond completely and

97. truthfully to all questions included therein.

98. **RIDERS, TERMS AND GENERAL CONDITIONS:** This Agreement is subject to the Terms and Conditions on the back page hereof and the following Rider(s) labeled \_\_\_\_\_

99. \_\_\_\_\_ attached hereto, which Riders, Terms and Conditions are made a part of this Agreement, all of which constitute a legally binding contract

100. \_\_\_\_\_

101. \_\_\_\_\_

102. \_\_\_\_\_

103. \_\_\_\_\_

104. \_\_\_\_\_

105. \_\_\_\_\_

106. \_\_\_\_\_

107. \_\_\_\_\_

108. \_\_\_\_\_

109. **AUTHORIZED BROKER SIGNATURE**

110. Sam Moragheb

111. **DESIGNATED AGENT/LICENSEE SIGNATURE**

112. 5680 - N Elston Chicago IL 60646

113. **ADDRESS/CITY/STATE/ZIP**

114. 773-763-8700 - 773 641 5235

115. **WORK PHONE NUMBER/HOME PHONE NUMBER**

116. Sam

117. \_\_\_\_\_

118. \_\_\_\_\_

*Contracts cancel take out of the  
if listing not done  
2017 N. Wayne Chicago, IL 60614  
price offer  
REV. 09/2*