

# UNOFFICIAL COPY

## NOTICE OF CLAIM OF SECURITY INTEREST IN REAL ESTATE



Doc#: 0816245103 Fee: \$38.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/10/2008 12:06 PM Pg: 1 of 2

NOTICE IS HEREBY GIVEN that, pursuant to the Contingent Fee Agreement, a copy of which is attached hereto, the undersigned hereby claims a security interest for unpaid legal fees in the amount of **\$35,000** in the following described real property located in the County of Cook, State of Illinois:

VOL: 187 PIN: 07-33-402-004  
ADDRESS: 798 Albion, Schaumburg, Illinois  
LEGAL DESCRIPTION:

Lot 14 in Centex-Schaumburg Industrial Park being a Subdivision in the South ½ of Section 33, Township 41, Range 10, East of the Third Principal Meridian in Cook County, commonly known as 800 Albion Ave., Schaumburg, Il.

Date: June 10, 2008

FISK KART AND KATZ, LTD.

By:   
Title: Attorney at Law

This instrument prepared by / mail to:

FISK KART AND KATZ, LTD.  
77 WEST WASHINGTON STREET  
SUITE 900  
CHICAGO, IL 60602  
312-726-1833

# UNOFFICIAL COPY

## CONTINGENT FEE AGREEMENT - 2007 REASSESSMENT

State: IL. County: Cook Township: Schaumburg Volume:

Index Number(s): 07-33-402-004-0000

Property Address: 798 Albion Ave., Schaumburg

Client: Sparrow Express

Fisk Kart Katz and Regan, Ltd. (FKK&R) is hereby retained and authorized to file complaints with the Assessor and/or Board of Review of Cook County, and to take such action as may be warranted to obtain a proper assessment and tax reduction and/or tax refund for the subject property. Client shall fully cooperate with FKK&R and shall timely provide all requested information and documentation.

FKK&R shall be paid a contingent fee equal to 37.5% of the tax saving obtained for the tax year 2007, the first year of the assessment period. The contingent fee is equivalent to an annual fee of 12.5% of the tax saving for each of the three tax years in the assessment period.

If it is necessary to appeal to the Assessor or the Board of Review in the second or third year of the assessment cycle, FKK&R's fee for any additional tax saving obtained by such appeal shall be 25% of the saving if it is obtained in the second year of the cycle and 12.5% if it is obtained in the third year of the cycle.

Tax saving is computed by applying the last known equalization factor and tax rate to the difference between the Assessor's original assessment and the final assessment for that year.

When FKK&R counsels and client concurs, that a further appeal to the State of Illinois Property Tax Appeal Board (PTAB) and/or the courts is necessary, or if it is necessary to request the issuance of Certificates of Error, FKK&R's contingent fee shall be one-third of any saving and/or refund issued pursuant to an order of the PTAB and/or the courts. If FKK&R secures a refund, Client authorizes FKK&R to endorse any tax refund checks payable to Client for deposit to FKK&R's Client Trust Account and to disburse such refund in accordance with this Agreement and in payment of all fees and expenses for this and any other Client matter.

Fees shall be due and payable within 30 days of the issuance of the statement for professional services. Client shall not be responsible for payment of any fees to co-counsel in this matter but FKK&R will pay one-third of its fee to said co-counsel. FKK&R reserves the right to withdraw its representation of Client, with proper notice, in this and any other matter if fees are not timely paid.

Subject to prior approval, Client agrees to pay filing fees and all costs for appraisers and expert witnesses.

FISK KART KATZ AND REGAN, LTD.

SPARROW EXPRESS

By James P. Regan Date 11-21-2007  
James P. Regan

By [Signature] Date 11/21/07