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LEGAL DESCRIPTION FOR THE PURPOSES OF
RECORDING CONTRACT AGAINST REAL
PROPERTY



Doc#: 0833150025 Fee: \$68.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/26/2008 11:01 AM Pg: 1 of 4

PARCEL 1:

LOTS 25, 26, 27 AND 28 (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 19) IN THE SUBDIVISION OF BLOCK 9 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND EXCEPT THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND EXCEPT THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 29 AND 30 (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 19) IN THE SUBDIVISION OF BLOCK 9 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND EXCEPT THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND EXCEPT THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 19, 20, 21, 22, 23 AND 24 (EXCEPT THAT PART LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 19) IN THE SUBDIVISION OF BLOCK 9 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND EXCEPT THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND EXCEPT THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19), IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 3901-39 N. WESTERN AVENUE, CHICAGO, ILLINOIS

PROPERTY ID#: 14-19-100-011-0000; 14-19-100-012-0000; 14-19-100-013-0000
14-19-100-027-0000; 14-19-100-028-0000; 14-19-100-029-0000
14-19-100-030-0000; 14-19-100-031-0000; 14-19-100-032-0000

This instrument was prepared by Sizzle Productions/Gina Stec, 1954 First Street, #127 Highland Park, IL 60035

Mail to: Sizzle Productions 1954 First Street, #127, Highland Park, IL 60035

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Phone (847) 748-8592



Fax (847) 748-8593

Sizzle Productions, Inc.

1954 First Street, # 127
Highland Park, IL 60035

THIS AGREEMENT, entered into this 5/25th day of 2008, by and between SIZZLE PRODUCTIONS, INC. of 1954 First Street # 127, Highland Park, Illinois, 60035, Telefax 847/748-8593 (hereinafter "SIZZLE") and 3935 N. Western LLC Address: Chicago, Illinois, Telefax: 773-478-0096 Telephone: 773-478-0074 ("hereinafter "OWNER/AGENT").

WHEREAS, SIZZLE is in the business of providing furniture, case goods and accessories to assist in the marketing of real estate for sale and,

WHEREAS, OWNER/AGENT is currently marketing the real estate commonly known as Unit I 3935 N. Western, Chicago, Illinois 60618 for sale (hereinafter "subject property") and desires to retain the services of SIZZLE so as to assist in the marketing of said real estate.

NOW THEREFORE, in consideration of the promises and mutual agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. SIZZLE shall supply, deliver and install furniture and accessories to the above named property. A deposit of \$ ~~600~~ ^{\$500.00}, to be applied to the compensation due as paragraph 2. below shall be required upon execution of this Agreement.
2. SIZZLE shall be compensated by OWNER/AGENT as follows:
 - A. \$ 450⁰⁰ per month, payable on the first day of each month commencing on 6/1/08, and ending on 12/1/08, for a six month agreement period. The six (6) month agreement period shall be renewed at the end of the agreement period with a new month to month agreement period up to twelve (12) months from date of original contract, until OWNER/AGENT notifies SIZZLE, or SIZZLE notifies OWNER/AGENT with 15 days written notice to cancel at the end of that agreement period, and
 - B. ~~25% of base sales price~~ (or minimum of ^{\$2,000} ~~2,500.00~~), whichever is greater, payable at the end of the six (6) month period (see paragraph A.), or the sale of the subject property, whichever occurs first; and
 - C. This agreement may be cancelled by OWNER/AGENT with 15 day written notice and 25% of the listed base sale price as cancellation fee paid to SIZZLE, prior to the initial six (6) month period; and

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- D. SIZZLE will remove inventory from subject property within 15 working days of written notice; and compensate OWNER/AGENT \$100.00 per day for inventory left in subject property commencing the 1st day after the 15th working day written notice; and
- E. A ~~\$600.00~~ ^{\$500.00} move-in fee, payable at the time of supply, delivery and installation of all items set forth on the attached Exhibit A – Inventory List; and a ~~\$600.00~~ ^{\$500.00} move-out fee at the end of this agreement; and
- F. Rental of the subject property rather than a sale will constitute cancellation of this agreement and 2.C of this contract will be applied and
- G. OWNER/AGENT will be assessed 1.5% penalty per month for any payments received fifteen days after the due date.
- H. In the event that OWNER/AGENT becomes thirty (30) days in arrears with monthly payments, SIZZLE has the right to remove the items set forth on the Exhibit A-Inventory List with seven (7) days written notice and/or fax.
- I. SIZZLE shall determine the furniture and accessories to be installed on the subject property. SIZZLE agrees to pay OWNER/AGENT 50% of the net profit on the sale of any items placed at the subject property during the term of the agreement. SIZZLE has the right to replace the item sold with the same or similar item at SIZZLES discretion during the term of this agreement.
- J. SIZZLE shall have access to the furniture and accessories and a key to the property during the duration of this agreement.
- K. Sizzle shall bill any change orders to the r completed project at a rate of \$30.00 per man hour and \$175. 00 per designer hour.
- L. OWNER/AGENT agrees to allow SIZZLE to hang artwork and other items on wall of subject property. SIZZLE agrees to patch nail holes made by SIZZLE to hang said artwork.
3. OWNER/AGENT may have the option to purchase the items set forth on the attached Exhibit A – Inventory List for the price(s) specified therein.
4. Damage to any of the Exhibit A – Inventory list items beyond normal wear and tear shall require the repair or purchase of any such items as SIZZLE and OWNER/AGENT mutually determine.
- SIZZLE will be responsible for any damage caused to subject property beyond normal wear and tear and may repair or replace, or financially compensate OWNER/AGENT as mutually determined by SIZZLE and OWNER/AGENT.
5. OWNER/AGENT shall be required to keep all furniture and accessories fully insured for their replacement value during the term of this agreement with such insurance company (ies) as SIZZLE approves and shall provide SIZZLE with a Certificate of Insurance naming it as loss payee. OWNER/AGENT also agrees to indemnify and hold SIZZLE harmless from any and all liability or lose arising in any way out of the performance of this agreement.
6. In the event OWNER/AGENT defaults under the terms of this Agreement OWNER/AGENT agrees to pay all reasonable attorneys' fees and costs of collection incurred by SIZZLE in enforcing the terms of this Agreement whether or not suit is instituted.

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- 7. All notices and demands to be given by one party to the other party under this agreement shall be given in writing and notice shall be sufficient if (1) mailed by certified mail, return receipt requested and by regular mail to the addresses as set forth above, in which case notice shall be effective two (2) business days after mailing, or (2) by facsimile transmission to the fax numbers set forth above in which case notice shall be effective as of the date and time of facsimile transmission provided the same is sent between the business hours of 9:00 am and 5:00 pm and in the event the facsimile transmission is sent during non-business hours the effective date and time of notice shall be the first hour of the first business day after transmission.

IN WITNESS WHEREOF, the parties have hereunto subscribed their hands and seals on the date first

above written: 39 39 Western Development LLC

By: [Signature]
Authorized Owner/Agent

Print Name: _____

Dated: _____

SIZZLE PRODUCTIONS, INC.

By: [Signature]
Authorized Agent

Print Name: Keith Tivanover President

Dated: KIU 8/12/08

PROPERTY OF COOK COUNTY CLERK'S OFFICE