

UNOFFICIAL COPY

LISTING SERVICE AGREEMENT



09070823

REALTOR® (BROKER):

SELLER (NAME AND ADDRESS):

GIR Development & Realty

Joe Sadacca

408 Thornapple Ln Libertyville IL 60046

In consideration of the following services either performed or to be performed by Realtor®; (1) Study of subject property, and surrounding area; (2) Study of sales and listings of comparables; (3) Seller agrees that the Realtor® shall have the exclusive right to sell the subject property until its termination date.

PROPERTY ADDRESS: 1006 W. MADISON ~~1000 to 1012~~ *J.S. - JB*

PRICE: Per marketing plan TAX ID #: 17-17-203-16 through 17-17-203-20 and 17-08-446-007, 17-08-446-008, 17-08-446-010, 17-08-446-013, 17-08-446-014

BROKERAGE FEE: In consideration of the obligation of the Realtor®, Seller agrees:

- (a) To pay Realtor®, at the time of closing of the sale of the property and from the disbursement of the proceeds of said sale, compensation in the amount of 5% of the sale price for the Realtor's services in affecting the sale by finding a Buyer ready, willing and able to purchase the property. In the event the property shall be a condominium, townhouse or other like form of ownership wherein an association or entity has a right of first refusal to purchase Seller's property and exercises that right, Realtor® shall be considered to have found a Buyer ready, willing and able to purchase the property. If the transaction shall not be closed because of refusal, failure or inability of the Seller to perform, the Seller shall pay the sales commission in full to Realtor® upon demand.
- (b) To pay Realtor® the commission specified above if Realtor® procures a Buyer, if the property is sold within said time by Seller or any other person, or is sold within 365 days from the expiration date to any prospect to whom the said listing information was submitted during the term of this Exclusive Listing Agreement. Should a sale be in pending or contingent status, however, at the expiration of this Agreement, Seller shall pay Realtor® the full commission set forth upon closing of said sale.
- (c) To pay Realtor®, as and for compensation to Realtor® for Realtor's® efforts and service provided pursuant to this Agreement, the sum of 5% of the purchase price, in the event this Listing Service Agreement is terminated prior to its termination date for any reason by Seller without fault of Realtor®, or by Realtor®, as a result of Seller's default.

ADVERTISING: Realtor® (1) shall have the sole authority to advertise and display signs consistent with the state and local ordinances.

TERM: This Agreement shall begin on August 9 1999 and shall terminate on FEBRUARY 9, 2001 *J.S. - JB*

Title to the property is currently in the name of Joseph Sadacca and or his agents and the undersigned are authorized to sign this Agreement.

DISCLOSURE ACT: Seller agrees to comply with the provisions of the Illinois Residential Real Property Disclosure Act, and, if applicable, the Federal Lead Based Paint Disclosure Regulations, and shall complete the applicable disclosure document(s) in a timely manner, and shall not knowingly provide false or inaccurate information therein.

DESIGNATED AGENT: Broker designates Ken Salah and Lewis Gibbons, ("Seller's Designated Agent"), a sales associate(s) affiliated with Broker, as the only legal agent(s) of the Seller. Broker reserves the right to name additional Designated Agents where in Broker's discretion it is necessary. If additional Designated Agents are named, Seller shall be promptly informed in writing. Seller understands and agrees that this Agreement is a contract for Broker to market Seller's property and that Seller's Designated Agent(s) is (are) the only legal agent(s) of Seller. Seller's Designated Agent will be primarily responsible for the direct marketing and sale of Seller's property.

GENERAL PROVISIONS ON THE REVERSE SIDE ARE INCORPORATED BY REFERENCE

Dated at Rundolph St Chicago this 5 day of August, 19 99

GIR Development & Realty
Listing Company

Designated Agent
Ken Salah
Broker

Seller
Joseph Sadacca
Seller
Phone Number (312) 421-913

Subscribed and sworn to before me this 05 day of August, 19 99
Beatrice Galloway Stidwell
Notary Public



Prepared by Ken Salah & Lewis Gibbons
mail to
8900 Cedarwood
Orland Hills IL
60477

09070823
9922/0058 08 001 Page 1 of 11
1999-11-15 12:57:38
Cook County Recorder
79.50

UNOFFICIAL COPY**GENERAL PROVISIONS:****SELLER AGREES AS FOLLOWS:**

1. That the real estate taxes (based on the most recent ascertainable taxes) rents, if any, water taxes and other usual items shall be pro-rated to date of closing. Seller shall furnish evidence of good and merchantable title and shall execute and deliver, or cause to be executed and delivered to Buyer, a proper instrument of conveyance as required by the sales contract. Seller shall furnish a current survey by a licensed land surveyor for closing at Seller's cost. Seller agrees to pay in full from proceeds of this sale any unpaid balances due for special assessments for improvements completed or confirmed.
2. That the Realtor's® sole duty is to affect a sale of the property and that the Realtor® is not charged with the custody of the property, its management, maintenance, upkeep or repairs; however nothing contained herein shall prohibit Realtor® from entering the property for the purpose of showing it to prospective Buyers.
3. That Realtor® and/or Designated Agent(s) may have previously represented a party who is currently interested in the property. During that representation, Realtor® and/or Designated Agent(s) may have learned material information about that party which is considered confidential. It is understood that it is unlawful for Realtor® to disclose any such confidential information to me even though the Realtor® now represents me as Seller.
4. That other sales associates affiliated with Realtor®, other than Seller's Designated Agent(s), may represent the actual or prospective Buyer of Seller's property. Seller agrees that if the property is sold through the efforts of another sales associate affiliated with Realtor® who represents the Buyer, the other sales associate affiliated with Realtor® will be acting as and deemed Buyer's Designated Agent.
5. To cooperate fully with Realtor® and Seller's Designated Agent(s), and refer all prospective Buyers or Brokers who contact Seller to and conduct all negotiations through Realtor®/Seller's Designated Agent(s).
6. That the information which Seller provides to Seller Designated Agent as listing information will be used to advertise Seller's property to the public, and it is essential that this information be accurate. Seller is obligated to provide accurate, truthful information to be put in the Input Sheet and hereby agrees to fulfil this obligation. Seller acknowledges Realtor®/Designated Agent(s) duty to make all material disclosures concerning the property.
7. The Realtor®, if the prevailing party, shall be entitled to recover Realtor's® costs and expenses, including but not limited to attorneys fees incurred, in enforcing or defending any terms of this Listing Service Agreement.

SELLER REPRESENTS AS FOLLOWS:

1. The described lot size of the Property is accurate, as well as all statements and representations made in this Listing Agreement.
2. The property is not now in foreclosure or the subject of any litigation proceedings nor is any such action threatened. In the event Seller's position changes in this regard during the terms of this Agreement, Seller shall promptly inform Realtor® of the nature and extent of such change.
3. Seller has not entered into any other Listing Agreements, whether oral or written, exclusive or non-exclusive, and/or all other prior Listing Agreements have been cancelled or terminated.
4. Seller shall indemnify, save and hold harmless Realtor® and its agents or employees from all claims, disputes, litigation, judgements and costs (including attorney's fees) arising from any misrepresentations or omissions of information made by Seller to Realtor® or its agents, incorrect information supplied by Seller, latent or material defects in the Property which would tend to decrease the value of the Property which Seller fails to disclose to prospective Buyers, or any dispute between Seller and the acquiring party concerning earnest money held by Realtor®.

REALTOR® AGREES: To actively participate in the negotiations of a sales contract satisfactory to the Seller; to submit to the Seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the Seller and the listing Realtor®. Unless a subsequent offer is contingent upon the termination of an existing contract, the Realtor® shall recommend that the Seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

EARNEST MONEY: As agent for the Seller, Realtor® is authorized to accept, receipt and hold all monies paid or deposited as earnest money on the purchase of the Property, and the duties of the Realtor® relative thereto shall be in accordance with the laws of the Office of Banks and Real Estate. In the event a particular transaction does not close, earnest money may not be released by the Realtor® to any party to the transaction without a written direction delivered to Realtor® evidencing the agreement of the parties and executed by all parties or an order of the court.

FAIR HOUSING: The general rules and regulations for the administration of the Illinois Real Estate Brokers and Salesmen License Act provided that it is illegal for either the Seller or the Realtor® to refuse or display to or to sell to any person because of their race, color, religion, national origin, sex, familial status or handicap. Seller agrees to comply with all applicable Federal, State and Local Fair Housing Laws.

GENERAL AGREEMENTS: The terms "sale" and "sell" shall be understood to include any exchange of subject property to which Seller may consent. Seller agrees that Realtor® is permitted to negotiate and recover compensation from all parties in such a transaction. If more than one Buyer or more than one Seller is involved, or if the Realtor® is an entity other than a natural person the pronouns and grammatical structure shall be understood to conform. No amendments or alterations to this Agreement are valid or binding unless made in writing and signed by the parties hereto. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, trustees and assignees of the parties hereto. No provision of this Agreement is intended nor shall be understood to establish or imply a contractual relationship between Sellers and the South/Southwest Association of Realtors®, nor has the South/Southwest Association of Realtors® in any way participated in any of the terms of this Agreement, including the commission to be paid. Seller acknowledges receipt of a copy of this exclusive right to sell Agreement.

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M A R I A P A P P A S C O O K C O U N T Y T R E A S U R E R
11/15/99 Receipt : 367591 Employee : GARY Page : 1

P I N : 17-17-203-016-0000 Volume : 000591

Address : NONE

Name : SADACCA JOSEPH

Mailing : 1008 W MADISON ST/CHICAGO, IL 606072025

Legal Description :
Sub-Division Name : CANAL TRUSTEE SUB BLKS 1 & 5 OF DUNCANS

Legal : SUB OF BLK 1 OF CANAL TRUSTEES SUB (SEE B) AND OF BLK 5 OF DUNCAN
S ADD TO CHICAGO (SEE A) ANTE FIRE REC DATE: 08/13/1853

ST-TN-RG BLOCK PT LOT
17-39-14 0000009

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county collector disclaims all liability or responsibility for any error
or inaccuracy that may be contained herein.
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11/15/99 Receipt : 367591	Employee : GARY Page : 1

P I N : 17-17-203-017-0000 Volume : 000591

Address : NONE

Name : SADACCA JOSEPH

Mailing : 1008 W MADISON ST/CHICAGO,IL 606072025

Legal Description :

Sub-Division Name : CANAL TRUSTEE SUB BLKS 1 & 5 OF DUNCANS

Legal : SUB OF BLK 1 OF CANAL TRUSTEES SUB (SEE B) AND OF BLK 5 OF DUNCAN
S ADD TO CHICAGO (SEE A) ANTE FIRE REC DATE: 08/13/1853

ST-TN-RG	BLOCK	PT	LOT
17-39-14			0000008

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11/15/99 Receipt : 367591 Employee : GARY Page : 1

P I N : 17-17-203-019-0000 Volume : 000591

Address : NONE

Name : SADACCA JOSEPH

Mailing : 1013 W MADISON ST/CHICAGO,IL 606072026

Legal Description :

Sub-Division Name : CANAL TRUSTEE SUB BLKS 1 & 5 OF DUNCANS

Legal : SUB OF BLK 1 OF CANAL TRUSTEES SUB (SEE B) AND OF BLK 5 OF DUNCAN
 S ADD TO CHICAGO (SEE A) ANTE FIRE REC DATE: 08/13/1853

ST-TN-RG	BLOCK	PT	LOT
17-39-14			0000005
17-39-14			0000006
17-39-14		W	0000004

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE
JANUARY 11, 1900

REPORT

OF THE

COMMISSIONERS OF THE LAND OFFICE

FOR THE YEAR

ENDING DECEMBER 31, 1899

AND OF THE PROCEEDINGS OF THE BOARD OF LAND COMMISSIONERS

CHICAGO
PUBLISHED BY THE
LAND OFFICE
1899

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11/15/99 Receipt : 367591	Employee : GARY Page : 1

P I N : 17-17-203-020-0000 Volume : 000591

Address : NONE

Name : SADACCA JOSEPH

Mailing : 1013 W MADISON ST/CHICAGO,IL 606072026

Legal Description :

Sub-Division Name : CANAL TRUSTEE SUB BLKS 1 & 5 OF DUNCANS

Legal : SUB OF BLK 1 OF CANAL TRUSTEES SUB (SEE B) AND OF BLK 5 OF DUNCAN
S ADD TO CHICAGO (SEE A) ANTE FIRE REC DATE: 08/13/1853

ST-TN-RG	BLOCK	PT	LOT
17-39-14		E	0000004

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

RECEIVED BY: [Illegible]

DATE: [Illegible]

EMPLOYEE: [Illegible]

AMOUNT: [Illegible]

PROPERTY OF COOK COUNTY CLERK'S OFFICE

RECEIVED BY: [Illegible]

DATE: [Illegible]

EMPLOYEE: [Illegible]

AMOUNT: [Illegible]

PROPERTY OF COOK COUNTY CLERK'S OFFICE

RECEIVED BY: [Illegible]

DATE: [Illegible]

EMPLOYEE: [Illegible]

AMOUNT: [Illegible]

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M A R I A P A P P A S	C O O K C O U N T Y T R E A S U R E R
11/15/99 Receipt : 367591	Employee : GARY Page : 1

P I N : 17-08-446-007-0000 Volume : 000590

Address : NONE

Name : IST BK OAK PK TR11888

Mailing : 11 MADISON/OAK PARK,IL 603024203

Legal Description :
Sub-Division Name : CARPENTERS ADD

Legal : CARPENTERS ADD TO CHICAGO, A SUBN OF THE SE 1/4 OF SEC 8-39-14
REC DATE: 08/31/1836

ST-TN-RG	BLOCK	PT	LOT
08-39-14	0000050	S	0000013

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M A R I A P A P P A S	C O O K C O U N T Y T R E A S U R E R
11/15/99 Receipt : 367591	Employee : GARY Page : 1

P I N : 17-08-446-008-0000 Volume : 000590

Address : NONE

Name : SADACCA JOSEPH

Mailing : 1008 W MADISON ST/CHICAGO,IL 606072025

Legal Description :
 Sub-Division Name : CARPENTERS ADD

Legal : CARPENTERS ADD TO CHICAGO, A SUBN OF THE SE 1/4 OF SEC 8-39-14
 REC DATE: 08/31/1836

ST-TN-RG	BLOCK	PT	LOT
08-39-14	0000050		0000014

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11/15/99 Receipt : 367591	Employee : GARY Page : 1

P I N : 17-08-446-010-0000 Volume : 000590

Address : NONE

Name : IST BK OAK PK TR11888

Mailing : 11 MADISON ST/OAK PARK,IL 603024203

Legal Description :
Sub-Division Name : STREAMWOOD GREEN UNIT #1

Legal : STREAMWOOD GREEN UNIT ONE A SUB IN THE E 1/2 NW 1/4 SEC 24-41-9
REC DATE: 03/25/1982 DOC NO: 26183039

ST-TN-RG	BLOCK	PT	LOT
24-41-09	0000050	W	0000016

Sub-Division Name : CARPENTERS ADD

Legal : CARPENTERS ADD TO CHICAGO, A SWBN OF THE SE 1/4 OF SEC 8-39-14
REC DATE: 08/31/1836

ST-TN-RG	BLOCK	PT	LOT
08-39-14	0000050	W	0000016

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M A R I A P A P P A S C O O K C O U N T Y T R E A S U R E R
 11/15/99 Receipt : 367591 Employee : GARY Page : 1

P I N : 17-08-446-013-0000 Volume : 000590

Address : NONE

Name : IST BK OAK PK TR11888

Mailing : 11 MADISON ST/OAK PARK,IL 603024203

Legal Description :
Sub-Division Name : CARPENTERS ADD

Legal : CARPENTERS ADD TO CHICAGO, A SUBN OF THE SE 1/4 OF SEC 8-39-14
REC DATE: 08/31/1836

ST-TN-RG	BLOCK	PT	LOT
08-39-14	0000050		0000017
08-39-14	0000050	E	0000016
08-39-14	0000050	P	0000012

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11/15/99 Receipt : 367591	Employee : GARY Page : 1

P I N : 17-08-446-014-0000 Volume : 000590

Address : NONE

Name : SADACCA JOSEPH

Mailing : 1008 W MADISON ST/CHICAGO,IL 606072025

Legal Description :
Sub-Division Name : CARPENTERS ADD

Legal : CARPENTERS ADD TO CHICAGO, A SUBN OF THE SE 1/4 OF SEC 8-39-14
REC DATE: 08/31/1836

ST-TN-RG	BLOCK	PT	LOT
08-39-14	0000050		0000018
08-39-14	0000050	P	0000012

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE

January 1, 1900

REPORT

OF THE

COMMISSIONERS

OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 1, 1899

CHAS. W. BROWN, COMMISSIONER
JAMES W. BROWN, COMMISSIONER
JAMES W. BROWN, COMMISSIONER

CHAS. W. BROWN, COMMISSIONER
JAMES W. BROWN, COMMISSIONER
JAMES W. BROWN, COMMISSIONER

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