



Doc#: 0922241033 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/10/2009 10:11 AM Pg: 1 of 4

Prepared by and
after recording mail to:
SNL Realty, LLC
833 W. Chicago Avenue
Suite 403
Chicago, IL 60622
(312) 421. 2900

CERTIFICATION

The undersigned, SNL REALTY, LLC, for the purpose of spreading of record certain facts relating to the following property:

Commonly known as: 736 E. 92nd Street, Chicago, Illinois 60619

Legally described as: LOT 31 AND 32 (EXCEPT THE WEST 1/2 FEET THEREOF) IN BLOCK 47 IN GROSS' FOURTH ADDITION TO DAUPHIN PARK, BEING A SUBDIVISION IN SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Tax Index Number: 25-03-407-027-0000

The undersigned certifies to the accuracy of the following: The attached is true and correct copy of a partnership agreement wherein, SNL REALTY, LLC has a legal interest in any profits from the sale of the property.

SNL REALTY, LLC, an Illinois
Limited Liability Company,

By: Scott Gottlieb
Scott Gottlieb, Managing Member

FIRST AMERICAN
File # 1935772

Subscribed and Sworn before me
this 10 day of June, 2009.

[Signature]
Notary Public



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UNOFFICIAL COPY**736 EAST 92nd STREET, CHICAGO, IL PARTNERSHIP AGREEMENT**

This Agreement is made and entered into this 6th day of August, 2008, by and between Azran Investment No. 2, LLC ("Azran"), and SNL Realty, LLC ("SNL"):

Whereas, Azran and SNL plan to enter into this Agreement for the purpose of purchasing, and selling a property located at the common address of 736 East 92nd Street, Chicago, IL (the "Property").

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. Purchase of Property – It is acknowledged by the parties that Azran has entered into a contract to purchase the Property. Azran and SNL agree to purchase the Property in a joint venture with both partners contributing 50% of the purchase price plus closing costs.
2. Sale of Property – The parties will mutually agree on the terms and date of the sale of the Property, and if they will rehabilitate the Property. All costs including, but not limited to, maintenance, taxes, insurance, utilities, and rehabilitation, if any, will be split equally between Azran and SNL.
3. Recordation of Affidavit – Shortly after the purchase of the Property, SNL will record an Affidavit against the Property declaring its rights under this Agreement, due to the fact that Azran will be the sole title holder of the Property.
4. Allocation of Profits. After the sale of the Property, and after payment of all of the costs and expenses related to the sale, and payment of all other costs, if any, relating to the acquisition of the Property, the remaining profit, or losses, if any shall be distributed as follows:
 - a. 50% to Azran; and
 - b. 50% to SNL
5. No Mechanic's Liens. Azran and SNL waive any rights they may have to place a mechanics' lien on the Property, and agree not to place any other lien on the Property.
6. Legal Counsel. Dean J. Lurie, attorney, will represent the parties in the purchase and sale of the Property.

7. Miscellaneous.

Headings. The headings and captions used in this Agreement are used for reference only, and do not modify or construe the undertaking or obligations of the parties hereof.

Joint Drafting. This Agreement has been drafted and or reviewed by advisors for both parties, it being the intent of this paragraph to negate any inference for or against the drafter of this Agreement.

Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties and their respective successors, assigns, representatives and heirs.

Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto with regard to the subject matter hereof. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

Modification. This Agreement can be amended only by a written agreement signed by all parties hereto, or signed by the party to be effected by such amendment.

Waiver. The failure of any party at any time or times to require performance under the provision of this Agreement shall not affect the right to enforce the same. No waiver by any party of any condition or breach of any term, covenant, representation or warranty of this Agreement whether by conduct or otherwise in any one or more instances, shall be deemed to be or construed as a further continuing waiver of any such condition or breach.

Construction. The instrument shall be governed by and construed in accordance with the laws of the State of Illinois.

Number and Gender of Words. Whenever herein the singular number is used the same shall include the plural where appropriate, and vice versa, and words of any gender shall include each other gender where appropriate.

Counterparts. For the convenience of the parties, this Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original.

Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not effect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Execution of Documents; Further Assurances. All parties shall willingly, at the request of any other party, or its, his or her successors or assigns, execute, deliver and properly acknowledge whatever additional papers, documents, instruments, and assurances as may be required to carry out the intent of this Agreement and the parties' obligations hereunder.

Attorneys Fees. In the event any action is filed by either party against another party arising from this Agreement, the prevailing party in any proceeding shall be entitled to all reasonable attorney fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

AZRAN INVESTMENT NO. 2, LLC

BY: _____
ITS: _____

SNL REALTY, LLC


By: Scott Gottlieb, Its Managing Member

Property of Cook County Clerk's Office