



THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Aaron H. Stanton
Burke, Warren, MacKay & Serritella, P.C.
330 North Wabash Avenue
22nd Floor
Chicago, IL 60611

Doc#: 1013210063 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/12/2010 04:24 PM Pg: 1 of 14


This space reserved for Recorder's use only

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

NOTICE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that AT WORLD PROPERTIES LLC ("Broker"), an Illinois limited liability company, Illinois Real Estate Limited Liability Firm License #481000149, has and claims a lien pursuant to 770 ILCS 15/10(a) against CENTRAL INVESTMENTS, LLC, DEVON BANK, GROBMAR INVESTMENTS, LLC and ANOSH BOLBOLAN upon the property described on Exhibit A attached hereto and commonly known as 5701 W. Touhy, Niles, Illinois 60714 (the "Property").

The Commercial Real Estate Broker Lien Act (770 ILCS 15/1 *et seq.*) provides for the creation of a lien for unpaid brokerage commissions on the sale or lease of commercial property owed pursuant to a written instrument, together with interest, late charges, costs, and reasonable attorneys' fees necessary for collection. Broker is entitled to a commission of Two Percent (2%) of the sales price of the Property pursuant to that certain Exclusive Commercial Marketing Agreement & Right To Sell, Lease Or Exchange dated October 20, 2009, signed by the owner and Broker and attached hereto as Exhibit B and a Buyer Confidentiality and Non-Circumvent Agreement signed by the Broker and purchaser (GROBMAR INVESTMENTS, LLC), also attached as Exhibit B, in the amount of Eighty Four Thousand and No/100 U.S. Dollars (\$84,000.00), plus costs and reasonable attorney's fees. Said commission, together with interest, late charges, costs and reasonable attorneys' fees constitute a lien on the aforesaid real estate. The information herein is true and accurate.


By: Aaron Stanton, One of its Attorneys

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NOTICE LIST

CENTRAL INVESTMENTS, LLC
331 West Northwest Highway, #208
Palatine, IL 60067

ANOSH BOLBOLAN
5107 Fitch Avenue
Skokie, IL 60077

GROBMAN INVESTMENTS, LLC
P.O. Box 5010
Vernon Hills, IL 60061

DEVON BANK
6445 N. Western Ave.
Chicago, IL 60645

John J. Hoscheit
1001 E. Main Street, Suite 6
St. Charles, Illinois 60174

The undersigned, an attorney representing the Broker, hereby states that true and correct copies of the **Broker's Lien** and **Notice** thereof were served upon the parties above by registered mail, return receipt requested, by depositing same in the U.S. mail this 13th day of May, 2010.



Aaron H. Stanton

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EXHIBIT A

Legal Description of parcel of real estate:

PARCEL 1:

LOT 1 N RAYMOND HARA SUBDIVISION, RECORDED SEPTEMBER 30, 1994 AND RECORDED AS DOCUMENT NUMBER 94847852, BEING A SUBDIVISION OF THE NORTHEAST FRACTIONAL QUARTER OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

A TRACT OF LAND BEING PART OF THE EAST 30 ACRES OF THE NORTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL OF THE EAST 17 ACRES OF THE WEST 19 1/2 ACRES OF THE EAST FRACTIONAL 1/2 OF THE NORTHEAST 1/4 OF SAID FRACTIONAL SECTION 32 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID 17 ACRES AND RUNNING THENCE NORTH 89 DEGREES 09 MINUTES 30 SECONDS EAST ON THE NORTH LINE OF SAID NORTHEAST FRACTIONAL 1/4 102.55 FEET TO A POINT 612.16 FEET, MORE OR LESS, WEST OF THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION; THENCE SOUTH 00 DEGREES, 48 MINUTES, 37 SECONDS EAST, 1,124.13 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 50 SECONDS WEST, 324.80 FEET; THENCE NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 1,121.76 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST FRACTIONAL 1/4 SAID POINT BEING 193.0 FEET WEST OF THE POINT OF BEGINNING, (AS MEASURED ON THE NORTH LINE OF THE NORTHEAST FRACTIONAL 1/4 OF SAID FRACTIONAL SECTION 32); THENCE NORTH 89 DEGREES, 09 MINUTES, 30 SECONDS EAST, 193.0 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY AGREEMENT BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1977 KNOWN AS TRUST NUMBER 40063, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 1976 KNOWN AS TRUST NUMBER 39326 AND CONSOLIDATED FOUNDRIES AND MANUFACTURING CORPORATION, A CORPORATION OF DELAWARE, DATED MARCH 29, 1977 AND RECORDED APRIL 19, 1977 AS DOCUMENT 23893061, FOR UNDERGROUND UTILITIES UNDER AND THROUGH THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE EAST 17 ACRES OF THE WEST 19.5 ACRES OF THE EAST FRACTIONAL 1/2 OF THE NORTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTHEAST CORNER OF SAID 17 ACRES AND RUNNING THENCE NORTH 89 DEGREES, 09 MINUTES, 30 SECONDS EAST, ON THE NORTH LINE OF SAID NORTHEAST FRACTIONAL 1/4 102.55 FEET TO A POINT 612.16 FEET, MORE OR LESS, WEST OF THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION; THENCE SOUTH 00 DEGREES, 48 MINUTES, 37 SECONDS EAST, 1,124.13 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 50 SECONDS WEST, 324.80 FEET; THENCE NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 59.81 FEET; THENCE SOUTH 44 DEGREES, 41 MINUTES, 24 SECONDS WEST, 84.63 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED HEREIN, SAID POINT ALSO BEING ON A LINE 50.0 FEET NORTHEASTERLY OF (RIGHT ANGLES MEASUREMENT) AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE CONTINUING SOUTH 44 DEGREES, 41 MINUTES, 24 SECONDS WEST, 54.37 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 22 DEGREES, 11 MINUTES, 00 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE 16.31 FEET; THENCE NORTH 44 DEGREES, 41 MINUTES, 24 SECONDS EAST, 54.37 FEET TO A LINE 50 FEET NORTHEASTERLY OF (RIGHT ANGLES MEASUREMENT) AND PARALLEL WITH THE SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTH 22 DEGREES, 11 MINUTES, 00 SECONDS EAST, ALONG SAID PARALLEL LINE 16.31 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS DISCLOSED BY AGREEMENT BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1977 KNOWN AS TRUST NUMBER 40063, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 1976 AND KNOWN AS TRUST NUMBER 39326 AND CONSOLIDATED FOUNDRIES AND MANUFACTURING CORPORATION, A CORPORATION OF DELAWARE, DATED MARCH 29, 1977 AND RECORDED APRIL 19, 1977 AS DOCUMENT 23893061, FOR UNDERGROUND UTILITIES, UNDER AND THROUGH THE FOLLOWING DESCRIBED TRACT OF LAND: THAT PART OF THE EAST 17 ACRES OF THE WEST 19.5 ACRES OF THE EAST FRACTIONAL 1/2 OF THE NORTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTHEAST CORNER OF SAID 17 ACRES AND RUNNING THENCE NORTH 89 DEGREES, 09 MINUTES, 30 SECONDS EAST, ON THE NORTH LINE OF SAID NORTHEAST FRACTIONAL 1/4-102.55 FEET TO A-POINT 612.6 FEET, MORE OR LESS, WEST OF THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION; THENCE SOUTH 00 DEGREES, 46 MINUTES, 37 SECONDS EAST, 1,124.13 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 50 SECONDS WEST, 324.80 FEET; THENCE NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 59.81 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED HEREIN; THENCE SOUTH 44 DEGREES, 41 MINUTES, 24 SECONDS WEST, 84.63 FEET TO A POINT ON A LINE 50 FEET NORTHEASTERLY OF (RIGHT ANGLES MEASUREMENT) AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE NORTH 22 DEGREES, 11 MINUTES, 00 SECONDS WEST, ALONG SAID PARALLEL LINE 16.31 FEET; THENCE NORTH 44 DEGREES, 41 MINUTES, 24 SECONDS EAST, 93.76 FEET; THENCE SOUTH 00 DEGREES, 41 MINUTES, 00 SECONDS WEST, 21.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY AGREEMENT BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1977 AND KNOWN AS TRUST NUMBER 40063, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 1976 AND KNOWN AS TRUST NUMBER 39326 AND CONSOLIDATED FOUNDRIES AND MANUFACTURING CORPORATION, A CORPORATION OF DELAWARE, DATED MARCH 29, 1977 AND RECORDED APRIL 19, 1977 AS DOCUMENT 23893061, FOR WATER STORAGE, TANKS AND PUMP HOUSE OVER AND UPON THE FOLLOWING DESCRIBED TRACT: THAT PART OF THE EAST 17 ACRES OF THE WEST 19.5 ACRES OF THE EAST FRACTIONAL 1/2 OF THE NORTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTHEAST CORNER OF SAID 17 ACRES AND RUNNING THENCE NORTH 89 DEGREES, 09 MINUTES, 30 SECONDS EAST, ON THE NORTH LINE OF SAID NORTHEAST FRACTIONAL 1/4, 102.55 FEET TO A POINT 612.16 FEET, MORE OR LESS, WEST OF THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION; THENCE SOUTH 00 DEGREES, 48 MINUTES, 37 SECONDS EAST, 1,124.13 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 50 SECONDS WEST, 324.80 FEET; THENCE NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 125.0 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED HEREIN; THENCE CONTINUING NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 97.0 FEET; THENCE NORTH 89 DEGREES, 19 MINUTES, 00 SECONDS WEST, 41.0 FEET; THENCE SOUTH 89 DEGREES, 19 MINUTES, 00 SECONDS WEST, 97.0 FEET; THENCE SOUTH 89 DEGREES, 19 MINUTES, 00 SECONDS EAST, 41.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE EAST 17 ACRES OF THE WEST 19.5 ACRES OF THE EAST FRACTIONAL 1/2 OF THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTH EAST CORNER OF SAID 17 ACRES AND RUNNING THENCE NORTH 89 DEGREES, 09 MINUTES, 30 SECONDS EAST,

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ON THE NORTH LINE OF SAID NORTH EAST FRACTIONAL 1/4, 102.55 FEET TO A POINT 612.16 FEET, MORE OR LESS, WEST OF THE NORTH EAST CORNER OF SAID FRACTIONAL SECTION; THENCE SOUTH 00 DEGREES, 48 MINUTES, 37 SECONDS EAST, 1,124.13 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 50 SECONDS WEST, 324.80 FEET; THENCE NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 125.0 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED HEREIN; THENCE CONTINUING NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 97.0 FEET; THENCE NORTH 89 DEGREES, 19 MINUTES, 00 SECONDS WEST, 41.0 FEET; THENCE SOUTH 89 DEGREES, 19 MINUTES, 00 SECONDS WEST, 97.0 FEET; THENCE SOUTH 89 DEGREES, 19 MINUTES, 00 SECONDS EAST, 41.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 10-32-203-036-0000

Common Address: 5701 W. Touhy, Niles, IL 60714

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EXHIBIT B

**Exclusive Commercial Marketing Agreement & Right To Sell, Lease Or Exchange and
Buyer Confidentiality and Non-Circumvent Agreement**

Property of Cook County Clerk's Office



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EXCLUSIVE COMMERCIAL MARKETING AGREEMENT & RIGHT TO SELL, LEASE OR EXCHANGE Previous

Property/Business (strike inapplicable) Address: Street: 5701 W. Touhy Avenue Unit #: Circuit City Garage#: _____

City: Niles State: IL Zip: 60714 County: Cook

Property/Business (strike inapplicable) will be listed at \$ 5,750,000 or annual rental of \$ _____ Possession: Closing

If a lease, indicate terms of lease: _____

Lot Dimensions: 296.85 x 526.40

Type of Property/Business (strike inapplicable) and Zoning Commercial/C

All references to Seller or Lessor in this document hereinafter referred to as "Seller." All references to Buyer or Lessee in this document hereinafter referred to as "Buyer."

In consideration of the following mutual promises and other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by all parties hereto, and in further consideration of your efforts to procure an acquiring party (including but not limited to purchaser, lessee, investor, or lender in the case of "recasting of financial position") for the property/business (strike inapplicable), and improvements thereon, described below ("Property/Business") (strike inapplicable), the undersigned ("Seller") grants to you ("Broker") as agent, the exclusive right to sell, exchange, or lease the property/business (Strike inapplicable) or recast Seller's financial position in regard to the Property/Business (strike inapplicable), at Seller's written direction from the date of this agreement until expiration of 1 YEAR at which time this agreement shall automatically terminate. However, this agreement may be cancelled after 5/1/2010 (date) by 30 days advance written notice of either party to the other. From the date of your acceptance of any offer to purchase the subject property/business (strike inapplicable), unless such offer to purchase is subject to the continual marketing of the property/business (strike inapplicable), Broker shall have no further obligation to market, advertise for sale or show your property/business (strike inapplicable).

PERSONAL PROPERTY: The following is the personal property, if any, which is now located on the premises: ventilating and central air conditioning equipment, heating, lighting and plumbing fixtures, cabinets, planted vegetation, screens, storm windows, and doors as exist, and the following items:

If the property/business (strike inapplicable) is being sold, a bill of sale shall be furnished at closing for the above listed personal property.

Exclusions: _____

Term:
The term of this Agreement shall commence on the date signed below, and shall automatically terminate one year from date, but may be canceled after 180 days with 30 days written notice.

Brokerage Fee:
If, during the term of this Agreement, Broker obtains an offer to purchase the property at the marketing price, or if Owner enters into a agreement for the sale or exchange of the property at any price and upon terms to which Owner consents, Owner shall pay Broker a commission of 3% of the total purchase price of the sale or exchange. If the property is cancelled for any reason by Owner, Owner is to pay \$5,000.00 fee for marketing expenses prior to cancellation. Owner agrees that above commission shall be paid if the property is sold or exchanged by Owner within a protection period of 12 months following the end of the term of this Agreement or any extensions thereof to anyone to whom the property was introduced during the term of this Agreement. However, this provision shall not apply if Owner has entered into a valid, written listing agreement with another licensed Illinois real estate broker during the protection period. Commission shall be paid at the time of closing of the sale of the property or, in the event a real estate

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agreement is entered into and Owner defaults, at the time of the default. If the property is sold by Articles of Agreement, commission shall be paid at the time of the execution of the Articles of Agreement.

In the event the property is leased during the term of this agreement or if the property is leased within one hundred eighty (180) days after termination of this agreement to any person to whom the property was submitted during the term of this agreement, Owner agrees to pay Broker a rental commission per the Schedule of Lease Commissions attached hereto and by (this referenced made a part hereof and incorporated herein. In the event the property is purchased by the lessee, or an option to purchase is granted to lessee which is then exercised by lessee, then in addition to a rental commission, the sales commission of compensation shall be paid to Broker as set forth above.

***Not attached, to be agreed upon.**

Dates on a written purchase agreement, or letter of intent between seller and purchaser, or their assignees supersedes any term limits on listing agreement, as to the payment of full commission to @properties.

As soon as possible, but no later than 10 days after the date of this agreement, Owner shall provide Broker with accurate copies of all leases, income, and expense statements, a rent roll, existing environmental reports and relevant information necessary to market the property.

Designated Agent, De of Agency

@properties and Owner hereby agree that Esther Berman sales associate(s)/listing agent(s) affiliated with @properties, is (are) being named as Owner's exclusive designated legal agent(s) ("Designated Agent") under this Exclusive Right to Sell Agreement with @properties. Owner understands and agrees that the Owner's Designated Agent(s) will be Owner's exclusive legal agent pursuant to the Exclusive Right to Sell Agreement with @properties and @properties will be free to enter into listing agreements with prospective purchasers as legal agents of those purchasers. Owner also understands and agrees that neither @properties nor other sales associates affiliated with @properties will be acting as legal agents of the Owner.

@properties and Esther Berman (herein after sometimes referred to as "Licensee") may undertake a dual representation (represent both the Owner of landlord and the purchaser or tenant) for the sale or lease of your Property or properties. The undersigned acknowledges that they were informed of the possibility of this type of representation. Before signing this document, please read the following:

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. LICENSEE WILL UNDERTAKE THIS REPRESENTATION ONLY WITH THE WRITTEN CONSENT OF ALL CLIENTS IN THE TRANSACTION. ANY LISTING AGREEMENT BETWEEN THE CLIENTS AS TO A FINAL AGREEMENT PRICE AND OTHER TERMS IS A RESULT OF NEGOTIATIONS BETWEEN THE CLIENTS ACTING IN THEIR OWN BEST INTEREST AND ON THEIR OWN BEHALF. YOU ACKNOWLEDGE THAT LICENSEE HAS EXPLAINED THE IMPLICATIONS OF DUAL REPRESENTATION, INCLUDING THE RISKS INVOLVED, AND UNDERSTAND THAT YOU HAVE BEEN ADVISED TO SEEK INDEPENDENT ADVICE FROM YOUR ADVISORS OR ATTORNEYS BEFORE SIGNING ANY DOCUMENTS IN THE TRANSACTION.

What A Licensee Can Do For Clients When Acting As A Dual Agent

1. Treat all clients honestly. 2. Provide information about the Property to the purchaser or tenant. 3. Disclose all latent material defects in the Property that are known to Licensee. 4. Disclose financial qualification of the purchaser or tenant to the Owner or landlord. 5. Explain real estate terms. 6. Help the purchaser or tenant to arrange for Property inspections. 7. Explain closing costs and procedures. 8. Help the purchaser compare financing alternatives. 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

What A Licensee Cannot Disclose To Clients When Acting As A Dual Agent

1. Confidential information that Licensee may know about clients, without that client's permission. 2. The price the Owner or landlord will take other than the listing price without permission of Owner or landlord. 3. The price the purchaser or tenant is willing to pay without the permission of the purchaser. 4. A recommended or suggested price the purchaser or tenant should offer. 5. A recommended or suggested price the Owner or landlord should counter with or accept. If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to accept this section unless you want to allow the Licensee to proceed as a dual agent in the transaction.

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By checking "Yes," initialing and signing below, you acknowledge that you have read and understand this section and voluntarily consent to the Licensee acting as Dual Agent (that is, to represent BOTH Owner or landlord and the purchaser or tenant) should that become necessary.

Yes No (check one)

(initial here)

Owner Warrants The Following Information To Be True And Correct:

Permanent Index Number 10-32-203-036-0000

Real estate tax for 2007 is \$ 157,650.00

Seller shall pay for all assessments, regular or special, due or levied prior to closing. Current assessment is \$ 0 per _____ which includes _____ In the event the premises is a condominium, the Seller shall comply with all requirements as set for the in the Illinois Condominium Property/Business (strike inapplicable) Act.

Seller represents that the most recent ascertainable tax bill for the year 2007 is \$ _____

Seller represents that there neither are, nor have there been, any underground storage tanks located on the Property/Business (strike inapplicable) and no chemicals or toxic waste have been stored or disposed of on the Property, except for _____. The Property/Business (strike inapplicable) has not been cited for any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property/Business (strike in applicable) is not located within any designated legislative "Superfund" area, except for _____

RIDERS, TERMS AND GENERAL CONDITIONS: This contract is subject to the Terms and Conditions on the back page hereof and the following Rider(s) Labeled None* attached hereto, which Riders, Terms and Conditions are made a part of this Agreement, all of which constitute a legally binding contract. *Except that in the event the property is foreclosed or surrendered to bank there shall be no commission or fees.

This agreement is subject to the provisions appearing on the other side of this agreement. This agreement may be executed in multiple copies and Owner's signature hereon acknowledges that Owner has received a signed copy.

10/16/09
Agreement Date

@properties

[Signature]
Seller/Lessor/Beneficiary (Print)

10/16/09
Date

Accepted By: [Signature] 10-20-9

[Signature]
Seller/Lessor/Beneficiary (Signatures)

10/16/09
Date

Manager @properties

Office Phone

Home Phone

e-mail

Sales Associate

OWNER'S ADDRESS

Duties and Responsibilities of @properties

During the Term, @properties agrees to (a) make an earnest and continued effort to secure a purchaser ready, willing and able to purchase the Property for the sales price; (b) advertise the Property for sale consistent with its general practice for similar properties including but not limited to print ads, display of signs, placement in a multiple listing service, promotion of the property on any internet home page and/or any other advertising medium, electronic or otherwise, to which @properties may subscribe; (c) show the Property to interested prospective purchasers; and (d) cooperate in the sale of the property. @properties will publish in the MLS listing of the subject property the compensation offered to the cooperating broker;

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@properties shall not be charged with the custody of the Property nor shall @properties have any duty of responsibility in respect to the management, maintenance, upkeep or repair of the Property.

The sponsoring Broker, through one or more sponsored licensees shall provide the following services:

1. Accept delivery of and present to the client offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease; 2. Assist the client in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and 3. Answer the client's questions relating to the offers, counteroffers, notices, and contingencies.

Duties, Responsibilities and Authorization of Owner

Owner warrants that it is the Owner of merchantable title to the Property and has the power and authority to enter into this Agreement and sell the Property. During the term of this Agreement, Owner agrees to (a) execute, deliver and perform a real estate sales agreement providing for the sale of the Property as contemplated hereby in accordance with the custom and practice in metropolitan Chicago for sales of like properties; (b) cooperate with @properties in all reasonable respects to effect a sale of the Property consistent herewith, including showings of the property; (c) conduct all negotiations in respect to the sale of the Property through @properties and refer to @properties all inquiries directed to Owner in respect to the Property. Owner shall be responsible to provide at closing, at Owner's expense, when applicable, title insurance, survey, condominium documents and pay for Owner's legal fees and other customary closing charges. Owner will pay any costs incurred, in the event the property is a condominium or cooperative unit, in obtaining waivers of first refusal or other rights required to be waived as a condition of the sale of the unit.

Earnest Money Deposits

Owner authorizes @properties to accept from any Purchaser a deposit as earnest money to be applied to the Purchase Price, said deposit to be held by @properties in an escrow account established and maintained in accordance with the existing law for the mutual benefit of the parties involved. @properties may withdraw from such earnest money deposit its brokerage commission, cooperating brokerage commissions and other expenses or fees paid on behalf of, or at the direction of, Owner at the time the transaction is consummated.

It is expressly understood that @properties shall not be liable for acts in good faith as escrowee. In the event of a default, @properties shall not be required to act to disburse escrowed funds until @properties has received joint written instructions from the Owner and the purchaser. Absent such instructions, in the event of a dispute with respect to the intended disposition of funds in escrow, then @properties may, at its sole discretion, deposit the earnest money, less costs, with the clerk of the Circuit Court by the filing of an action in the nature of an interpleader and the Owner shall indemnify and hold @properties and its agents harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs, and expenses arising out of any actions taken in good faith with respect to the escrow.

Indemnity

Owner agrees to indemnify and hold @properties and its agents harmless from all claims, disputes, litigation, expenses and reasonable legal fees arising from (a) failure by Owner to disclose any facts, damage or material defects, latent or otherwise, relating to the Property; (b) any misrepresentation by Owner to @properties or purchase, or (c) any dispute between Owner and purchaser or any third party, including disputes as to the disposition of any earnest money deposit held by @properties. Owner has been advised by @properties on the safeguarding or removal of valuables now located within said premises and the need to obtain personal property insurance through the Owner's insurance company. If property is leased, Owner agrees to advise Owner's tenant of the foregoing.

Dispute Resolution

All disputes between the parties of this Agreement shall be submitted to binding arbitration through the facilities of the American Arbitration Association in Chicago, Illinois, in accordance with their Commercial Arbitration Rules, with costs and reasonable attorney's fees awarded to the prevailing party.

Previous Representation

Owner understands that Broker and/or Designated Agent may have previously represented a Buyer who is interested in Owner's property. During that representation, Broker and/or Designated Agent may have learned material information about the Buyer that is considered confidential. Under the law, neither the Broker nor Designated Agent may disclose any such confidential information of Owner even though the Broker and/or Designated Agent now represent the Owner.

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General

This Agreement (a) is bilateral and represents the entire agreement of the parties in respect to the subject matter hereof; (b) may not be amended, modified or terminated except by written instrument signed by all parties and further, no amendment or alteration to the terms of this Agreement, including but not limited to the amount of commission or time of payment of commission, shall be valid or binding unless made in writing and signed by all parties to this Agreement; and (c) shall be binding upon and inure to the benefits of the parties hereto and their respective executors, administrators, heirs, personal representatives, successors, grantees and assigns. If income or commercial property, Owner shall provide Broker with accurate copies of all the leases, income and expense statements, a rent roll, existing environmental reports and relevant information necessary to market the property within fourteen days after the date of the Agreement.

DISCRIMINATION

IT IS ILLEGAL FOR EITHER THE OWNER OR THE BROKER TO REFUSE TO DISPLAY TO OR SELL TO ANY PERSON BECAUSE OF THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, FAMILIAL STATUS, PHYSICAL OR MENTAL HANDICAP, MILITARY STATUS, OR SEXUAL ORIENTATION. OWNER AND BROKER ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF LOCAL HUMAN RIGHTS OR FAIR HOUSING ORDINANCES IF ANY OR ANY OTHER CLASS AS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT AND AGREE TO COMPLY WITH THE SAME.

PROPERTY CAN ALSO BE LEASED AND OWNER WILL PAY A COMMISSION BASED ON THE SCHEDULE OF LEASE COMMISSIONS ATTACHED.

Property of Cook County Clerk's Office

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commercial division

atproperties.com

BUYER CONFIDENTIALITY/NON-CIRCUMVENT AGREEMENT

This Brokerage & Confidentiality Agreement ("Agreement") is entered into, as of the date below, by and between At World Properties, LLC, d/b/a @properties ("@properties") and

GRCB MAR INVESTMENTS, ^{KCM} (including any affiliates of either, collectively the "Accepting Party").

The parties are collectively referred to herein as the "Parties."

The Accepting Party is interested in obtaining information regarding real property commonly known as the 5701 Touhy, Niles IL 60714 (the "Property") in order to evaluate the possible acquisition (the "Proposed Transaction") of the Property by Accepting Party from a private party ("Owner"). Owner is selling the Property itself, without the involvement of a listing broker or agent, and is not paying a commission to anyone with regard to the sale of the Property. By signing this Agreement and learning the location of the Property and identity of the Owner, Accepting Party hereby agrees as follows:

1. **Confidentiality.** Any information, oral and written, with respect to the Property, including, but not limited to, the Property address, owner's identification and asking price, provided to Accepting Party by @properties, its designated agent Mike Levin, Owner, Owner's representatives, and/or any of their respective consultants, agents or employees will be used solely for the purpose of evaluating the possible acquisition of the Property by Accepting Party, will not be used for any other purpose, nor disseminated to anyone not specifically excepted in the balance of this paragraph. Accepting Party shall keep all Property information strictly confidential; provided, however, that such information may be delivered to such persons or entities who because of their involvement with the Proposed Transaction need to know such information for the purpose of giving advice with respect to, or consummating, the Proposed Transaction (i.e. attorneys, lenders etc..., all of whom are collectively referred to as "Related Parties"); provided, however, that any such Related Parties shall be informed by Accepting Party of the confidential nature of such information and shall be directed by Accepting Party, and Accepting Party shall cause such Related Parties, to keep all such information in the strictest confidence and to use such information only in connection with the Proposed Transaction and in accordance with the terms of this Agreement. In any event, Accepting Party will be responsible for such Related Parties complying with the confidentiality provisions hereof. Accepting Party will not communicate with tenants of the Property, if any, without the prior written consent of Owner.
2. **No Interference or Circumvention.** The Parties shall not directly or indirectly interfere with, or circumvent or attempt to circumvent, avoid, by-pass or obviate each others' financial or other interests, or the interest or relationship between @properties' and the Owners.
3. **Representations by Owner.** @properties makes no representations or warranties of any kind as to the accuracy or completeness of any of the information provided to Accepting Party by Owner or Owner's representatives, and @properties expressly disclaims any and all liability for representations or warranties, express or implied, oral or written, made by any person or entity to Accepting Party about or concerning the Property or the Transaction.
4. **No Obligation.** Owner is under no legal obligation of any kind whatsoever with respect to the Proposed Transaction by virtue of this Agreement, the disclosure of information about or regarding

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the Property, any discussions concerning the Proposed Transaction or otherwise, unless and until a binding written agreement is executed and delivered by all parties thereto.

5. **Duration of Agreement.** This Agreement shall automatically expire twelve (24) months after the date of the Agreement, unless extended in writing and signed by @properties and Accepting Party.

6. **Duties of @properties.** Upon execution of this Agreement by both parties, the only express duties and obligations of @properties to Accepting Party are to provide Accepting Party with the Property address, Owner identification, the Owner's asking price for the Property, and any other information provided to @properties by Owner and which @properties is specifically authorized to disclose by Owner.

7. **Modifications.** No amendment, alteration or modification to the terms of this Agreement, including, but not limited to, the amount of or time for payment of the commission, shall be valid and binding unless made in writing and signed by both @properties and Accepting Party.

8. **Default.** In the event of default by Accepting Party, as to any of the material obligations of this Agreement, including, but not limited to, the payment of an earned commission or the duty of confidentiality, @properties is free to pursue any remedy available to it, whether at law or in equity. Further, and beginning upon the declaration of default by @properties against Accepting Party, @properties shall have the right to and shall recover from Accepting Party all of @properties costs and expenses, including reasonable attorney's fees and court costs, incurred as a result of Accepting Party's default, whether or not suit is filed.

9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

10. **Prohibited Conduct.** It is illegal for either the Owner or @properties to refuse to display or sell to any person because of one's membership in a protected class, e.g.: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, or any other class protected by Article 3 of the Illinois Human Rights Act.

11. **Facsimile or Other Signatures.** Signatures transferred via facsimile or e-mail shall be deemed an equivalent, original, legal and binding version of this Agreement as though it was an originally signed document.

12. **Authority.** The person signing this Agreement on behalf of each party represents and warrants that such person has the full right and authority to enter into this Agreement on behalf of such party and to fully bind such party to the terms and obligations of this Agreement.

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13. **Entire Agreement.** This Agreement contains the entire understanding of the Parties hereto. No change, modification or waiver of any provisions of this Agreement will be binding unless in writing and signed by all relevant and necessary parties to the modification.

Date of Agreement: 12/4/09

At World Properties, LLC, d/b/a @properties

By: _____
Its Manager

Accepting Parties

By: MIKE LEVIN @ properties commercial.

Print Name of Signor and Company

GLOBALAR INVESTMENTS, LLC

By: KEINETH C MARINO
Print Name of Signor and Company

Keineth C. Marino
Its Manager

Property of Cook County Clerk's Office

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