



HOME SALE PROCEEDS AGREEMENT/ASSIGNMENT

THIS HOME SALE PROCEEDS AGREEMENT/ASSIGNMENT (the "Agreement") entered into as of the 31st day of August, 2011, by and between Clare Oaks ("Clare Oaks"), Donna Cozzi ("Cozzi").

RECITALS:

A. Whereas Cozzi, who resides at 1999 Westridge Blvd. in Bartlett, Illinois, is the Power of Attorney for property for Elsie Lotito ("Resident") pursuant to that certain Power of Attorney attached hereto as Exhibit "A";

B. Whereas Resident is going to be transferred to Clare Oaks' Assisted Living community, and is not able to pay for the higher rate of Clare Oaks' Assisted Living community;

C. As a condition to allowing Resident to reside in Clare Oaks' Assisted Living community, Cozzi hereby agrees to assign the full proceeds of the sale of Resident's property located at 271 East Railroad Avenue in Bartlett, Illinois 60103 (the "**Property**") to Clare Oaks exclusively;

D. As of the date of this Agreement, the Property has not sold; however, Cozzi hereby represents and warrants that she shall actively market the Property for sale and shall use her good faith best efforts to sell the property in a diligent and timely manner for a fair market value sales price. Pursuant to this Agreement, Clare Oaks is allowing Resident to continue to reside at Clare Oaks despite the fact that the Property has not been sold;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The recitals made above are an integral part of this Agreement and are hereby incorporated herein and made a part hereof as though fully set forth in this Section.

2. Assignment. Cozzi hereby assigns, transfers, sets over and conveys all of Resident's rights, title and interest in the proceeds from the sale of the Property to Clare Oaks to be used for Resident's care, support and to cover Resident's outstanding charges. Cozzi hereby represents and warrants that she is Resident's Power of Attorney for property and has the authority to make this assignment on behalf of Resident.

3. Expenses. Cozzi and Becker shall pay all reasonable costs and expenses, including reasonable attorneys' fees and expenses, incurred by Clare Oaks in enforcing its rights under this Agreement.

4. Counterparts. This Agreement may be executed in two or more counterparts, whether by original, photocopy or facsimile, each of which shall have the same force and effect as the other(s), and all of which together shall constitute one and the same instrument.

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5. Governing Law. This Agreement shall be governed by the laws of the State of Illinois.

6. Successors and Assigns; Entire Agreement. The provisions hereof shall inure to the benefit of and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. This Agreement and the agreements referred to herein constitute the full and entire understanding and agreements between parties with regard to the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first written above.

[Signature]
Power of Attorney

8/31/11
Date

Clare Oaks

By: *William J. Keane*
Print Name: WILLIAM L. KEANE
Title: EXECUTIVE DIRECTOR

08-31-11
Date

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EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 1:

UNIT 302 IN THE BARTLETT TOWN CENTER BUILDING 2 CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 7 AND 10 IN BARTLETT TOWN CENTER SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, AND PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, BOTH IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN.

WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0534927025 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 30 AND STORAGE SPACE C, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0534927025.

PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY FOR INGRESS, EGRESS USE AND ENJOYMENT AS CREATED BY AND SET FORTH IN THE DECLARATION OF EASEMENTS AND COVENANTS AND MAINTENANCE AGREEMENT FOR BARTLETT TOWN CENTER RECORDED AS DOCUMENT NUMBER 0431427069.

Address: 271 East Railroad Avenue, #302, Bartlett, IL
PIN # 06-35-315-070-1018

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**This instrument prepared by
and please return to:**

**Polsinelli Shughart PC
161 North Clark Street, Suite 4200
Chicago, Illinois 60601-3316
Attention: Kathryn Stalmack, Esq.**

P.I.N.: 06-35-315-707-1018
COMMONLY KNOWN AS: 271 East Railroad Avenue, #302, Bartlett, Illinois

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