

# UNOFFICIAL COPY



After Recording mail to:  
Mary Jane Chapman  
1156 S. Main Street  
Lombard, IL 60148

Doc#: 1312656045 Fee: \$42.00  
RHSP Fee:\$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/06/2013 04:04 PM Pg: 1 of 3

This instrument was prepared by:  
Mary Jane Chapman  
1156 S. Main Street  
Lombard, IL 60148

State of Illinois         )  
  ) ss  
County of Cook         )

## NOTICE OF COMMERCIAL BROKER'S LIEN

Owner:  
3350 N. Kedzie, LLC  
Alfred G. McConnell and Carol F. McConnell (and assignees or nominees)  
2677 Orrington Avenue  
Evanston, IL 60201

Pursuant to the Illinois Commercial Real Estate Broker Lien Act, 770 ILCS 15/1 et seq., Broker, Coldwell Banker Residential Real Estate LLC, a California limited liability company, d/b/a Coldwell Banker Commercial/NRT (Broker) (Illinois license No. 0770011316), herein claims a commercial broker's lien upon the following described commercial property:

Property address: 3350 N. Kedzie, Chicago, IL 60618  
Said property is commercial real estate and located in Cook County, Illinois.

P.I.N.: 13-23-411-004-0000

The legal description is attached.

Pursuant to the written contract entitled Commission Registration Agreement signed on December 1, 2010, by the Owner and the Listing Broker and accepted by the Broker and thereby effective and which continues to be in effect, and pertaining to the above identified property, and the lease and/or sale of this property to Revolution Brewing or its nominee or assignee, Broker is entitled to receive a commission upon the leasing and/or sale of that certain commercial property. The Commission Registration Agreement provides that upon the leasing of the property and the receipt by the Listing Broker of the commission from Owner a leasing commission shall be due Broker which is equal to one-half of seven (7%) percent of the first year's actual rent to be paid and one-half of three percent (3%) of the total rental described in the Lease at the time of the Tenant's first regular monthly rent payment actually clears Owner's bank. If Tenant exercises its right of first refusal per the Lease and leases the balance of the space (Space B) at Space A rates (as described in the Lease), then Broker shall be due a commission equal to one-half of seven percent (7%) and one-half of three percent (3%) as described above, payable at the time Tenant's first regular monthly rent payment for Space B actually clears Owner's bank.

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Should Tenant enter into a purchase agreement with Owner for the Property, upon closing of the purchase of the Property by Tenant from Owner, Owner shall pay a brokerage commission to Broker equal to two percent (2%) of the sale price, less any leasing commission allocable to the unpaid rent due from Tenant to Owner.

The undersigned certifies that the statements set forth in this notice are true and accurate in accordance with the knowledge of the undersigned.

Broker, Coldwell Banker Commercial NRT

By: *Judith Schmitt*  
Its: *Managing Broker*

Coldwell Banker Commercial NRT  
474 N. Milwaukee Avenue, 2<sup>nd</sup> Floor  
Chicago, IL 60654

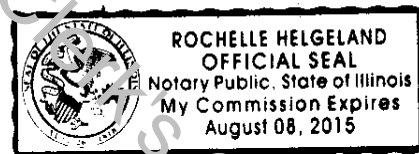
I, the undersigned, a Notary Public in and for said county, in the State aforesaid,

DO HEREBY CERTIFY that *Joe Schmitt* personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Date: *05.06.13*

*[Signature]*  
Notary Public

Commonly known as: 3350 N. Kedzie, Chicago, IL



Old Republic National Title Insurance Company  
**SECURITY FIRST TITLE CO.**  
205 WEST STEPHENSON STREET FREEPORT, IL 61032

Commitment Number: 2011-0829CK

**SCHEDULE C**  
**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

That part of the Southeast Quarter of the Southeast Quarter of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, bounded and described as follows:

Beginning at a point in the West line of North Kedzie Avenue which point is 150 feet South measured along said West line of North Kedzie Avenue from the point of its intersection with the North line of said Southeast Quarter of the Southeast Quarter of Section 23; thence South along said West line of North Kedzie Avenue, a distance of 320.40 feet; thence West parallel with the North line of said Southeast Quarter of the Southeast Quarter of Section 23, a distance of 246.01 feet; thence Northwesterly along a line forming an angle of 38 degrees 13 minutes, to the right with an extension of the last described course, a distance of 196.42 feet to a point which is a distance of 400 feet, West, measured along a line parallel with the North line of said Southeast Quarter of the Southeast Quarter of Section 23 from said West line of North Kedzie Avenue; thence North parallel with the West line of North Kedzie Avenue, 198.90 feet to a point which is 150 feet South, measured on a line parallel with said West line of North Kedzie Avenue from said North line of the Southeast Quarter of the Southeast Quarter of Section 23, thence East parallel with said North line of the Southeast Quarter of the Southeast Quarter of Section 23, a distance of 400 feet to the place of beginning, in Cook County, Illinois. Situated in Cook County in the State of Illinois.