

# UNOFFICIAL COPY



Doc#: 1314345053 Fee: \$52.00  
Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/23/2013 01:54 PM Pg: 1 of 8

Doc#: 1314345017 Fee: \$40.00  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/23/2013 09:04 AM Pg: 1 of 2

## BROKER'S LIEN

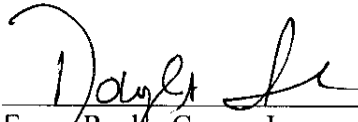
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Essex Realty Group, Inc., an Illinois licensed real estate broker (license number \_\_\_\_\_), hereby claims a lien pursuant to 770 ILCS 15/10 against the real estate commonly known as **1777 N. Clybourn, Chicago, IL** which is legally described in Exhibit A attached hereto. This claim is based on the written Representation Agreement (Exclusive Authorization to Sell or Exchange) dated July 26, 2012 and amended on January 23, 2013, executed by the owner of the property 1777 North Clybourn, LLC a copy of which is attached hereto as Exhibit B. The Commission due Essex Realty Group, Inc. is **\$72,000.00**.

The undersigned certifies that the information contained in this notice is true and accurate to the knowledge of the signator.

**Permanent Index Numbers: 14-32-425-002**  
**Commonly known as: 1777 N. Clybourn, LLC, Chicago, IL**

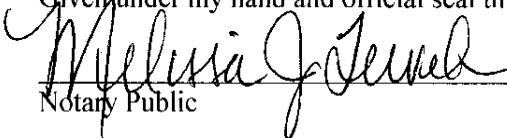
Dated this 21 day of May 2013

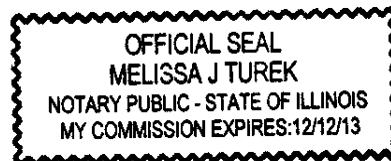
  
\_\_\_\_\_  
Essex Realty Group, Inc.  
By: President, Doug Imber

STATE OF ILLINOIS        )  
COUNTY OF COOK        )

I, MELISSA J. TUREK, a Notary Public in and for said County, in said State, hereby certify that whose name as Doug Imber of Essex Realty Group, Inc., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as President and with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand and official seal this 21 day of May 2013.

  
\_\_\_\_\_  
Notary Public



This instrument was prepared by: Keck & Associates, P.C., 333 North Michigan Ave., Suite 1020, Chicago, IL 60601

Re-recorded to add attachment Ex. B

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## LEGAL DESCRIPTION

**LOT 211 IN BLOCK 6 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 32 AND 33,  
TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK  
COUNTY, ILLINOIS.**

**Permanent Index Numbers: 14-32-425-002**

**Commonly known as: 1777 N. Clybourn, LLC, Chicago, IL**

Property of Cook County Clerk's Office

**EXHIBIT A**

# UNOFFICIAL COPY

## Representation Agreement (Exclusive Authorization to Sell or Exchange)

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY.

The undersigned ("Seller") hereby employs Essex Realty Group, Inc., an Illinois corporation ("Agent") and grants to Agent, for a period of time (the "Term") commencing on July 26, 2012 and ending at midnight on August 26, 2012 the exclusive and irrevocable right and authority to sell that certain real property (the "Property") located in Chicago County of Cook, State of Illinois and more particularly described as follows:

A \_\_\_\_\_ (\_\_\_\_\_) unit mixed-use property and all improvements thereon, located at:

See Schedule A

If the Property described above consists of two or more separate legal parcels Seller agrees to sell all or any combination of such parcels, and the term "Property" as used herein shall refer to any such combination. The term "Property" as used herein also shall include any interest therein or in its ownership. In addition, Agent shall have the authority to advertise for the sale of the Property, to allow Agent to inspect the Property and any part thereof with and without Prospective Purchasers at all reasonable times.

1) **TERMS AND CONDITIONS OF SALE:** Seller agrees to accept an offer containing the following terms and conditions of sale:

A) **PURCHASE PRICE:** The purchase price for the Property is See Schedule A dollars (\$ See Schedule A ) payable at the Closing as follows:

B) **CLOSING:** "Closing Date" shall mean the date on which the deed transferring title is recorded, which shall occur on or before within 45 days after acceptance of contract. Closing fees shall be paid by as customary. All other Closing costs shall be paid in accordance with the custom in the county in which the Property is located.

C) **TITLE:** Within thirty ( 30 ) days after the effective date of a purchase agreement, Seller shall procure and cause to be delivered to a purchaser a preliminary title commitment for an owner's title insurance policy issued by a title insurance company licensed to do business in the State of Illinois ("Title Company") in the amount of the purchase price covering title to the Property on and after the date of such purchase agreement. Title shall be insured by a standard owner's policy of title insurance issued by Title Company in the amount of the purchase price with premium paid by Seller.

D) **SURVEY:** Five (5) days prior to the Closing Date, Seller shall furnish at Seller's expense, a current survey, acceptable to a purchaser's lender, by a licensed land surveyor, showing the present location of all improvements and encroachments, if any.

2) **COMMISSION:** In consideration of the brokerage services to be rendered by Agent, Seller agrees to pay to Agent a commission equal to four percent ( 4.0 %) of the purchase price of the Property upon the occurrence of any of the following events:

A) **AGENCY:** Agent procures a buyer during the Term, or any extension thereof, who is ready, willing and able to purchase the Property on the terms and conditions set forth herein or on any other terms and conditions acceptable to Seller; or

B) **EXCLUSIVITY:** The Property is sold, exchanged, leased with an option to purchase or otherwise conveyed during the Term, or any extension thereof, whether by Seller or by or through any other person or entity; or

C) **MARKETABILITY:** The Property is withdrawn from the market or made unmarketable by Seller during the Term (which shall be deemed to occur if Seller shall default under any purchase agreement relating to the Property), or an extension thereof, or this Representation Agreement is revoked by Seller or Seller otherwise prevents or precludes Agent's performance hereunder; or

D) **PROCURING CAUSE:** A sale, exchange or other conveyance of the Property is made within nine (9) months after the expiration of the Term to person or entity with whom Agent has negotiated, or to whose attention Agent has brought the Property, or who was introduced to Seller by Agent as a Prospective Purchaser or with whom Seller negotiated during the Term regarding the potential sale of the Property (herein, "Prospective Purchaser"), provided that the name of any such person or entity has been submitted to Seller by delivery of a written offer to purchase the Property prior to expiration of the Term or a written notice within thirty (30) calendar days after such expiration. With respect to a sale, exchange or other conveyance to any such person or entity, Agent shall conclusively be deemed to be the procuring cause. The term "Prospective Purchaser" shall include that person or entity to whose attention Agent has brought the Property, as well as any partnership, joint venture, corporation, trust or other similar entity which that person or entity represents or in which it holds an ownership or beneficial interest.

In the case of any sale this commission shall be paid in cash at the Closing, and Agent shall be entitled to make demand of any escrow holder or Closing Agent for payment from the proceeds of sale.

Ex. B

# UNOFFICIAL COPY

- 3) **DUAL AGENCY CONSENT AGREEMENT:** Agent may undertake a dual representation (represent both the Seller and Buyer) for the sale of the Property. Seller acknowledges 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 the Licensee's/Agent's advice and the client's respective interest may be adverse to each other. Licensee/Agent will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interest and on their own behalf. Seller hereby acknowledges that Licensee/Agent 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 this transaction.

**WHAT A LICENSEE/AGENT CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:** 1) Treat all clients honestly; 2) Provide information about the Property to the Buyer; 3) Disclose all latent material defects in the Property that are known to Licensee/Agent; 4) Disclose financial qualification of the Buyer to the Seller; 5) Explain real estate terms; 6) Help the Buyer to arrange for Property inspections; 7) Explain closing costs and procedures; 8) Help the Buyer 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 DUAL AGENT:** 1) Confidential information that Licensee/Agent may know about the clients; 2) The price the Seller will take other than the listing price without the permission of the Seller; 3) The price the Buyer is willing to pay without the permission of the Buyer; 4) A recommended or suggested price the Buyer should offer; 5) A recommended or suggested price the Seller should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let the Licensee/Agent know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction. By initialing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee/Agent acting as Dual Agent, should that become necessary.

\_\_\_\_\_  
Seller's Initials

- 4) **TITLE:** Seller represents and warrants to Agent if at fee title to the Property is now vested as follows:

See Schedule A

\_\_\_\_\_  
That Seller and the individuals executing this Representation Agreement on behalf of Seller are duly authorized and empowered to execute this Representation Agreement and any subsequent Purchase Agreement; and that execution hereof shall not result in any breach of, or constitute a default under, any contract or other agreement to which Seller is a party.

- 5) **INDEMNIFICATION:** Seller agrees to indemnify and hold Agent harmless from and against any and all liability, damages, losses, causes of action, or other claims (including attorneys' fees and other defense costs) arising from or asserted in connection with any incomplete or inaccurate information provided by Seller, or any material information concerning the Property which Seller has failed to disclose. Seller agrees to disclose all information in form and substance necessary to provide a successful defense to any such claims to Agent on the basis of incomplete, inaccurate or nondisclosed information. Seller and Agent acknowledge that any sale of Property shall be on an "as is" basis and, therefore, the foregoing shall not inure to the benefit of any Prospective Purchaser.
- 6) **BROKERS:** Seller authorizes Agent to represent any prospective buyer in the acquisition of the Property, and to submit offers on behalf of such buyers. Seller understands that this authorization may result in Agent's representing both Seller and a prospective buyer, and Seller hereby authorizes and consents to such dual representation. In its efforts to best represent Seller, Agent reserves the right to cooperate or not cooperate with other licensed real estate brokers not affiliated with Agent. Agent reserves this right in an effort to minimize unauthorized showings and unnecessary disclosures of the Property. If Agent does elect to cooperate with unaffiliated broker, it will be only with such brokers and Agent, in its sole discretion, believed to be properly qualified. Seller agrees that, in the event any broker other than Agent or a broker affiliated with Agent is involved in the disposition of the Property, Agent shall have no liability to Seller for the acts or omissions of such other broker, who shall not be deemed to be a subagent of Agent. Agent agrees to provide, at a minimum, the following services:
1. Accept delivery of and present to the client offers and counteroffers to buy, sell, or lease the Client's Property;
  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.
- 7) **DISPUTE RESOLUTION:** If a controversy arises with respect to the subject matter of this Representation Agreement or any provision hereof, Seller and Agent agree that such controversy shall be settled by final, binding arbitration in accordance with the Expedited Procedures provided for in the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If any litigation, arbitration or other legal proceeding, may arise between the parties hereto, the prevailing party shall be entitled to recover its costs, including costs of arbitration and reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

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- 8) **EXCHANGE/LEASE WITH OPTION:** As used in this Agreement, the terms "sale," "sell" or "purchase" shall be understood to include an exchange of the Property of a lease with an option to purchase. In the event of an exchange, if no purchase price is identified, the commission described in Paragraph 2 above shall be calculated as a percentage of the exchange value of the Property. Agent is hereby authorized to represent all parties to any such exchange transaction and to collect compensation or commissions from them, provided there is full disclosure to all principals of such agency.
- 9) **MISCELLANEOUS:** This Representation Agreement expresses the entire agreement of the parties and supersedes any and all previous agreements between them with regard to the Property. There are no other understandings, oral or written, which in any way alter or enlarge the terms hereof, and there are no warranties or representations of any nature whatsoever, either express or implied, except as set forth herein. Any modification of this Representation Agreement will be effective only if it is in writing and signed by the party to be charged. This Representation Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. In the event any term or provision of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.
- 10) **NON-DISCRIMINATION:** Agent and Seller acknowledge that it is illegal for either Seller or Agent to refuse to lease or sell to any person on the basis of race, color, national origin, sex, marital status or physical disability.
- 11) **COMPLIANCE WITH LAWS:** Agent and Seller acknowledge that the provisions of the Uniform Vendor and Purchaser Risk Act of Illinois and the Real Estate Settlement Procedures Act of 1974, as amended, shall be applicable to the Representation Agreement. Seller agrees to comply with applicable local ordinances relating to the sale of the Property and Seller agrees to pay all transfer taxes allocable to Seller under both local ordinance and State law and shall otherwise comply with all local and State laws. Seller agrees to execute and deliver any instrument, affidavit or statement, or to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act and regulations promulgated thereunder.
- 12) **MULTIPLE LISTING SERVICES:** Agent and Seller agree that Agent shall have the right to co-list the Property for the purpose of placing the Property in Multiple Listing Services in an effort to maximize the Property's exposure. Any costs associated with such co-listing shall be the responsibility of Agent.
- 13) **DISCLOSURE OF REAL ESTATE LICENSE:** The \_\_\_\_\_ in this transaction is a licensed real estate agent acting as a principal, and is associated with \_\_\_\_\_, a licensed real estate broker.

The undersigned Seller and Agent agree to the terms and conditions set forth in this Representation Agreement, and Seller acknowledges receipt of any executed copy hereof.

SELLER: \_\_\_\_\_  
 \_\_\_\_\_  
 (Print Name)  
 HYDER MOHAMMED  
 \_\_\_\_\_  
 (Signature)

Address: \_\_\_\_\_

SELLER: \_\_\_\_\_  
 \_\_\_\_\_  
 (Print Name)  
 \_\_\_\_\_  
 (Signature)

Telephone(s): \_\_\_\_\_

Fax: \_\_\_\_\_

AGENT: ESSEX REALTY GROUP, INC.

BY: \_\_\_\_\_  
 \_\_\_\_\_  
 (Print Name)  
 \_\_\_\_\_  
 (Signature)

Address: 2211 N. Elston., Suite 302

Chicago, IL 60614

DATE: 7-27-12

Telephone(s): (773) 305-4920

Fax: (773) 305-4921

THE PARTIES ARE ADVISED TO CONSULT THEIR RESPECTIVE ATTORNEYS WITH REGARD TO THE LEGAL EFFECT AND VALIDITY OF THIS REPRESENTATION AGREEMENT.

NO REPRESENTATION IS MADE BY AGENT AS TO THE LEGAL OR TAX EFFECT OR VALIDITY OF ANY PROVISION OF THIS REPRESENTATION AGREEMENT. A REAL ESTATE BROKER IS QUALIFIED TO GIVE ADVICE ON REAL ESTATE MATTERS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.



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## DUAL AGENCY CONSENT AGREEMENT

The undersigned parties may undertake a dual representation (represent both the Seller and Buyer) for the sale of the property located at:

See Schedule A

Buyer and Seller acknowledge 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 the Licensee's/Agent's advice and the client's respective interest may be adverse to each other. Licensee/Agent will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to final contract price and other terms is a result of negotiations between the clients acting in their own best interest and on their own behalf. Buyer and Seller hereby acknowledge that Licensee/Agent 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 this transaction.

### WHAT A LICENSEE/AGENT CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:

1) Treat all clients honestly; 2) Provide information about the Property to the Buyer; 3) Disclose all latent material defects in the Property that are known to Licensee/Agent; 4) Disclose financial qualification of the Buyer to the Seller; 5) Explain real estate terms; 6) Help the Buyer to arrange for Property inspections; 7) Explain closing costs and procedures; 8) Help the Buyer 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 DUAL AGENT:

1) Confidential information that Licensee/Agent may know about the clients; 2) The price the Seller will take other than the listing price without the permission of the Seller; 3) The price the Buyer is willing to pay without the permission of the Buyer; 4) A recommended or suggested price the Buyer should offer; 5) A recommended or suggested price the Seller should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let the Licensee/Agent know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction. By signing/initialing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee/Agent acting as Dual Agent, should that become necessary.

Licensee:

  
\_\_\_\_\_

Date:

7-27-12

Seller(s):

  
\_\_\_\_\_

Date:

07/27/12

Buyer(s):

\_\_\_\_\_  
\_\_\_\_\_

Date:

\_\_\_\_\_

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## DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

### Lead Warning Statement

Property Address: \_\_\_\_\_ See Schedule A

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### Seller's Disclosure (Initial) (All Sellers should initial)

\_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
\_\_\_\_\_  
\_\_\_\_\_

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

AR (b) Records and Reports available to the Seller (check one below):

Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):  
\_\_\_\_\_  
\_\_\_\_\_

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgment (Initial) (All Purchasers should initial)

\_\_\_\_\_ (c) Purchase has received copies of all information listed above.

\_\_\_\_\_ (d) Purchaser has received the pamphlet *Protect Your Family From Lead In Your Home*.

\_\_\_\_\_ (e) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (Initial) (Seller's Designated Agent)

JG (f) Agent has informed the Seller of the Seller's obligation under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_ Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Agent [Signature] Date 7-27-12 Agent \_\_\_\_\_ Date \_\_\_\_\_

Keep a fully executed copy of this document for three (3) years from the date hereof.  
This Disclosure Form should be attached to the Real Estate Contract.

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## SCHEDULE A

	Property Address	Title	List Price	Commission
1	1623 N. Halsted	1623 North Halsted LLC	\$2,200,000.00	4%
2	1625 N. Halsted	1625 North Halsted LLC	\$2,200,000.00	4%
3	1629 N. Halsted	1629 North Halsted LLC	\$1,600,000.00	4%
4	1631 N. Halsted	1631 North Halsted LLC	\$1,800,000.00	4%
5	1777 N. Clybourn	1777 North Clybourn LLC	\$1,800,000.00	4%
6	1627 N. Clybourn	1627 North Clybourn LLC	\$2,000,000.00	4%
		Total	<del>\$11,600,000</del> \$11,009,000	4%

\* The sale of any one of these properties, individually or as a group, will result in a commission of 4% of the purchase price to Essex Realty Group, Inc.

HR.  
07/29/12

JG  
2-22-12

HR. 08/21/12

Property of Cook County Clerk's Office