

Doc#: 1420213093 Fee: \$37.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/21/2014 04:12 PM Pg: 1 of 9

This instrument prepared by/after
Recording return to:

Business Locations, Inc.
One E. Wacker Rd., Suite 2350
Chicago, IL 60601

NOTICE OF LIEN

This Notice of Lien (the "Notice") is executed this 21st day of July, 2014, by **Business Locations, Inc.**, an Illinois corporation ("Broker"), whose address for purposes hereof is **One East Wacker Drive, Suite 2350, Chicago, IL, and whose Illinois License No is 478.010132.**

Recitals

A. Chicago Title Land Trust No. 01-4674 ("Owner"), by and through the owners of its beneficial interest, Renee Lynn and Scott Lynn, and Broker have entered into that certain Exclusive Right To Lease or Sell Agreement (the "Brokerage Agreement") dated as of October 1, 2012, pursuant to which Broker was the procuring case of a lease agreement between Owner and tenant The Wrightwood Furniture Company dated February 28, 2013 (the "Lease") for the first floor and basement of that certain real property owned by Owner located at 3036 N. Lincoln Avenue, Chicago, IL, as more particularly described on **Exhibit A** (the "Property") attached hereto and made a part hereof.

B. Broker executes this Notice, which is to be recorded in the public records of Cook County, Illinois, in order that third parties may have notice of the Brokerage Agreement and Broker's right to compensation due and owing thereunder.

NOW, THEREFORE, in accordance with the foregoing recitals, Broker states the following:

1. **Brokerage Agreement.** A true and correct copy of the Brokerage Agreement is attached hereby as **Exhibit B** and incorporated herein by reference.

2. **Default by Owner.** As of the date hereof, Owner is in default of its payment obligations to Broker under the terms of the Brokerage Agreement.


3. **Broker's Lien.** Broker hereby claims a lien in the amount of \$71,480 against the Property as a result of Owner's default under the Brokerage Agreement.

4. **Documents.** Copies of the Brokerage Agreement and the Lease are held by both Broker at Broker's business address first set forth above.

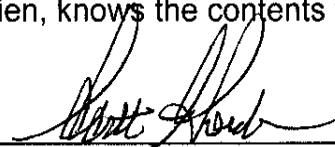
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IN WITNESS WHEREOF, Broker has this Notice to be executed by its duly authorized representatives as of the date first above written.

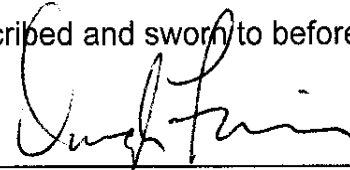
Broker: **Business Locations, Inc.**,
an Illinois corporation

By 
Scott Gordon, President

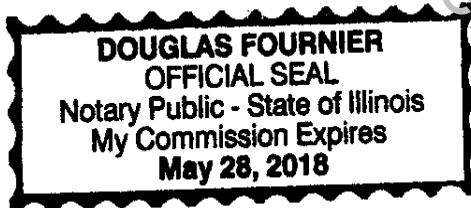
Affiant, Scott Gordon, being first duly sworn on oath deposes and says, that he is President of the Broker claiming a lien herein, that he has read the foregoing Notice of Lien, knows the contents thereof, and that the statements therein contained are true.


Scott Gordon

Subscribed and sworn to before me this 21st day of July 2014.


Notary Public

Commission Expires:



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EXHIBIT A

Legal Description

Lot 12 and 13 in Peter Ott's Subdivision of Block 13 in William Lill and Heirs of Michael Diversey's Subdivision of the Southwest $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN # 14-29-113-026-0000

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UNOFFICIAL COPY**EXCLUSIVE RIGHT TO LEASE OR SELL AGREEMENT**

1. In consideration of the listing for lease or sale of the real property hereinafter described (the "Property") by Business Locations, Inc. ("Broker"), Scott Gordon as designated agent, to use its best efforts to effect a lease of same, the undersigned Lynn Property ("Owner") hereby grants to Broker the exclusive right to negotiate a lease or purchase of the Property for a period of one year commencing September 15, 2012 and ending midnight September 14, 2013 (the "Term"). The lease(s) or purchase shall be on the following terms: Those terms acceptable to ownership. Either Party may cancel this agreement by giving 90 days written notice after the 6th month of this agreement.

The Property is situated in the City of Chicago, County of Cook State of Illinois, and will be referred to as 3036 N. Lincoln.

2. Owner agrees to pay Broker and co-operating broker, if applicable, a leasing commission in accordance with Broker's Schedule of Commissions (the "Schedule"), a copy of which is executed by Owner, attached hereto and hereby made a part hereof. This commission shall be earned for services rendered if, during the term: (a) the Property is leased or sold to a prospect procured by Broker, Owner or anyone else, who is ready, willing and able to lease or purchase the Property on the terms above stated, or on any other terms agreeable to Owner, (b) any contract for the lease or sale of the Property is entered into by Owner. Broker is authorized to co-operate with other licensed real estate brokers, regardless of whether said brokers represent prospective tenants or act as Broker's subagents.
3. Owner further agrees to pay Broker and co-operating broker, if applicable, a commission in accordance with the Schedule, if, within ninety (90) calendar days after the expiration or termination of the term of the agreement, the Property is leased to, or negotiations continue, resume or commence and thereafter continue leading to the execution of a lease with any person or entity (including his/her/its successors, assigns or affiliates) with whom Broker has negotiated (either directly or through another broker, or agent) or to whom the Property has been submitted prior to the expiration or termination of the agreement. Broker is authorized to continue negotiations with such persons or entities. Broker agrees to submit a list of such persons or entities to Owner not later than thirty (30) calendar days following the expiration or termination of the agreement, provided, however, that if a written offer has been submitted it shall not be necessary to include the offeror's name on the list.
4. Owner and Broker agree that the Property will be offered in compliance with all applicable federal, state and local anti-discrimination laws and regulations.
5. Owner agrees to cooperate with Broker in effecting leases of the Property and immediately to refer to Broker all inquiries of anyone interested in the Property. All negotiations are to be through Broker. Owner represents that it is the owner of the Property. Owner and its counsel will be responsible for determining the legal sufficiency

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of a lease or contract and any other documents relating to any transaction contemplated by this Agreement.

6. Owner acknowledges that Broker is an Illinois brokerage firm and that in some cases it may represent prospective tenants or purchasers. Owner desires that the Property be presented to such persons or entities and consents to the dual representation created thereby. Broker shall not disclose the confidential information of one principal to the other.
7. In the event of any dispute between Owner and Broker relating to this Agreement, the Property or Owner or Broker's performance hereunder, Owner and Broker agree that such dispute shall be resolved by means of binding arbitration in accordance with 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 of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of Broker executing this Agreement is located. The arbitrator(s) shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses, including the cost of the arbitration proceeding, and reasonable attorney's fees.
8. In the event that Owner lists Property with another broker after the expiration or termination of this Agreement, Owner agrees to provide in the subsequent listing agreement that a commission will not be payable to the new broker with respect to transactions for which Owner remains obligated to pay a commission to Broker under paragraphs 3 or 4 hereof. Owner's failure to do so, however, shall not affect Owner's obligations to Broker under paragraphs 3 or 4 hereof.
9. Each signatory to this Agreement represents and warrants that (s) he has full authority to sign this Agreement on behalf of the party for whom (s) he signs and that this Agreement binds such party.
10. This Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. This Agreement shall be binding upon, and shall benefit the heirs, successors and assigns of the parties.
11. The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement.

Section 1450.710 Discrimination

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a) No licensee shall enter into a listing agreement that prohibits the sale or rental of real estate to any person because of race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, sexual orientation, unfavorable discharge from the military service, order of protection status or any other class protected by Article 3 of the Illinois Human Rights Act [775 ILCS 5/Art. 3].

b) No licensee shall act or undertake to act as a real estate broker or real estate salesperson with respect to any property the disposition of which is prohibited to any person because of race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, sexual orientation, unfavorable discharge from the military service, order of protection status or any other class protected by Article 3 of the Illinois Human Rights Act.

12. Subject to Owner's approval and at Owner's expense, Broker may advertise the premises or portions thereof, prepare and secure signage, floor plans, circular matter, brochures and other forms of advertising and other costs associated with marketing the property.

The undersigned Owner hereby acknowledges receipt of a copy of this Agreement.

Accepted:

Business Locations, Inc.

Owner

By: [Signature]

By: [Signature]

Date: 12/1/12

Date: CC 1 2012

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SCHEDULE OF COMMISSIONS

FOR PROPERTY AT 3036 N. Lincoln, CHICAGO, IL.

FOR LEASES:

Where two Brokers are involved the commission shall be \$2.00/s.f. per year.

Where Business Locations Inc. is the sole Broker the commission shall be \$1.50/s.f. per year.

Commissions shall be payable 1/2 on execution of a lease by Owner and a tenant after security deposit is cleared by Bank, and 1/2 upon rent commencement. Rates may be changed by mutual agreement at any time if necessary to facilitate a lease.

FOR SALE:

Commission shall be 5% of the sale price and paid at closing.

Option(s) or Right(s) of First Refusal or Right(s) of First Offer or Right(s) to Renew, Extend Lease or Occupy Additional Space:

If a lease for which a commission is payable hereunder contains an option(s) or right(s) of first refusal or of first offer, to renew or extend, and a lease term(s) is renewed or extended, then Owner shall pay a leasing commission in accordance with the provisions of this Schedule, as above, on the additional base rental to be paid, calculated at the commission rate applicable hereunder for the years of the lease in which the additional base rental is payable. Said commission shall be earned and payable at the time the extended term commences or the additional space is occupied, as applicable.

In the event Owner fails to make payments within the time limits set forth herein, then from the date due until paid the delinquent amount shall bear interest at the maximum rate permitted in the state in which the office of the Broker executing this Schedule is located. If Broker is required to institute legal action against Owner, relating to this Schedule or any agreement of which it is a part, Broker shall be entitled to reasonable attorneys' fees and costs.

Owner hereby acknowledges receipt of a copy of this Schedule and agrees that it shall be binding upon its heirs, successors and assignees. In the event Owner sells or otherwise disposes of its interest in the Property, Owner shall remain liable for payment of the commissions provided for in this Schedule and any agreement of which it is a part, including, without limitation, commission obligations, unless the purchaser or transferee assumes all of such obligations in writing. The term "Owner" as used herein shall be deemed to include the owner of the Property.

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a party under contract to acquire the Property, a tenant under a ground lease and a tenant of the Property wishing to effect a sublease, lease assignment, or lease cancellation. The term "tenant" as used herein shall be deemed to include any subtenant, or assignee of a tenant, and the term "lease" shall be deemed to include a sublease or lease assignment.

Accepted this 17 day of Oct, 2012

Business Locations, Inc.

For Owner of 3036 N. Lincoln, Chicago, IL

By: 

By: 

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month	1st fl	basement	total	commission paid	running total	2 mo. sec dep av. term rent
1	6400		400	6,480	20,800	6,800 + 7,200
2				18,240	9,360	
3					16,160	Tenant pays own utilities
4					22,960	Tenant pays increases in taxes
5					29,760	
6				18,240	18,320	
7				15,000	25,120	
8				6,400	31,920	
9					38,720	
10				17,500	28,020	
11	6400		400		34,820	
12			400		35,220	
13	6600		1200		44,620	
14				17,500	36,520	
15					44,320	
16					52,120	
17					59,920	
18					67,720	
19					75,520	
20					83,320	
21					91,120	
22					98,920	
23					106,720	
24					114,520	cash flow after commission
\$ 168,800.00 total income						
				\$	71,480.00 total commission for 2 Brokers	

*based on
assumed
5/16/12*

*assumes retail 1/2 fl.
based on
\$400 at
\$16/05*

*This agreement shall comply with
Contract on file in
Agreed and Accepted
1-30-13
BRYAN BROS. INC.
Business Center - Inc*

*130-13 Renee Lynn
As Agent of asset for Owner
3036 M. Lincoln; Chicago
DATE*

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