UNOFFICIAL COPY

NOTICE OF RECORDING

KNOW ALL MEN BY THESE PRESENTS, that Marc W. Sargis, attorney under penalty of perjury and pursuant to Section 1-109 of the Illinois Code of Civil Procedure, certifies:



Doc#: 1500922120 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 01/09/2015 03:15 PM Pg: 1 of 4

- 1. That the attached copy of an Attorney Representation Agreement is a true and correct copy of the original contract.
- 2. That the legal description of the property is as follows:

LOT 16 (EXCEPT THE SOUTH 31.17 FEET THEREOF) IN TWIN OAKS, BEING A SUBDIVISION ON THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 N JRTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 09-15-211-078-0000

Property Address: 9396 Parkside, Des Plaines, IL 60016

- 3. That pursuant to said Agreement, Marc W. Sargis is entitled to a lien on the property described in paragraph 2 for the value of Legal Services rendered.
- 4. That the Agreement remains in full force and affect until such time as fees are paid: That Marc W. Sargis is entitled to the sum of \$4.090.62 as unpaid attorney's fees, in addition to additional late fees plus costs.

Under penalties as provided for pursuant to 735 ILCS 5/1-109, I certify that the statements set forth above are true and correct, except for any statement incur under information and belief and in which case said statement were believed to be true and correct.

Date: January 8, 2015

Marc W. Sargis

MAIL TO: Marc W. Sargis 7366 N. Lincoln Ave., Suite 408 Lincolnwood, IL 60712

NORTH AMERICAN TITLE COMPANY

1500922120 Page: 2 of 4

UNOFFICIAL COPY

LAW OFFICES OF

MARC W. SARGIS

7366 N. Lincoln Avenue, Suite 206 Lincolnwood, IL 60712 (847) 763-0980 FAX: (847) 763-0983



Marc W. Sargis

From the desk of: Marc W. Sargis

ATTORNEY REPRESENTATION AGREEMENT

THIS AGREEMENT made and entered into this 15 th day of July 2010 by and between Shmouni Youkhana (hereinafter referred to as "Client") and Marc W. Sargis (hereinafter referred to as "Attorney").

WHEREAS, Client desires to engage the services of Attorney; and

WHEREAS, Attorney agrees to represent Client on the terms and conditions specified below;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

1. Attorney agrees to represent client in the following legal matter which client has consulted Attorney: Process the Estate of Ishak Y. Youknana.

It is understood that the attorneys representation of client is specifically limited to the matters set forth herein.

- 2. <u>HOURLY RATE</u>. Client agrees to pay the sum of \$350.00 per notic for Attorney Marc W. Sargis' services in the office and the sum of \$350.00 per hour for his services outside his office or in court. During the pendency of the attorneys representation of client in this matter, it is possible that hourly rates may be increased. In the event hourly rates are increased, the attorney agrees to notify the client of said increase, giving the client sixty (60) days advance notice of the same. Should the client not agree to the increase in fee, the attorney shall then withdraw his representation of the client as soon as possible. If the client does not communicate an objection within thirty (30) days of said notice, the Notification shall then become an agreed modification of this Agreement.
- 3. **RETAINER**. Client hereby (x) pays 0.00 (x) agrees to pay \$0 as a retainer to be credited towards the attorneys fees specified above.

1500922120 Page: 3 of 4

UNOFFICIAL COPY

After the entire retainer has been credited towards earned attorneys fees you will be required to replenish the retainer in the above amount stated, which sums shall be utilized towards further fees charged in this matter. Furthermore, any fees collected in excess of the total amount of earned attorneys fees shall be refunded to client at final billing.

- 4. In addition to the attorneys fees specified above, Client agrees to pay for the costs incurred by Attorney on Client's behalf that Attorney deems necessary for a proper representation of Client; such costs to include, but shall not be limited to: court costs and fees, long distance telephone tolls, court reporter fees, court appearance fees and transcripts, reproduction of documents, taking and printing of photographs, purchase of documents such as maps, plats, aerial photographs, mileage charges incurred directly for client's benefit, videotape production or copying, and expert's fees and other charges for reports and the like. Attorney agrees to explain the necessity of incurring each cost and to the extent practical, Attorney need not consult with Client prior to incurring the costs.
- 5. Client hereby grants to Attorney, or his designee, permission to act on his behalf in the preparation, the presentation or defense of any matter referred to herein and in obtaining any and all records and documents relating to the matter. Client also agrees and understands that this Contract may be recorded with the Recorder of Deeds of the County in which client's property is situated and that outstanding attorneys fees shall constitute a lien on said property. Client agrees that all accrued indebtedness plus interest due under paragraph 13 hereof shall, in addition to any unpaid retainer amount, constitute a lien on said property.
- 6. Client covenants and agrees to assist Attorney in the preparation and presentation of his case; do the following; be truthful to Attorney; pay all fees and costs when due and explicitly agrees that Attorney may terminate this Agreement at any time that Attorney determines that Client has breached this covenant; in the event of such termination by Attorney, Client agrees to pay Attorney for his services rendered to the date of termination at the rate above specified in addition to rembursing attorney for any cost advanced.
- 7. Attorney agrees to use all reasonable efforts to represent Client to the best of his ability in all phases of representation; Client understands and agrees that Attorney makes no representation or warranty regarding his work nor the results except that it will be performed in a professional manner in accordance with the Canons of Professional Responsibility.
- 8. Subject to the obligation to pay attorney for his services, Client reserves the right to terminate the services of Attorney at any time.
- 9. Client understands that Attorney may not be available to him at the time Client desires to confer with Attorney due to attorneys caseload, other matters that attorney is handling and other trials and deadlines; Client agrees to respect Attorney's schedule.

1500922120 Page: 4 of 4

UNOFFICIAL COPY

Attorney agrees to keep Client informed of the progress of his case and of important developments from time to time and to try to schedule a prompt conference mutually convenient if and when Client desires same.

- 10. The parties agree to these special conditions, if any: Full payment before estate closes
- 11. The parties hereto acknowledge and agree that there are no other understandings or agreements relating to this matter except as stated above.
- 12. In the event it should become necessary for attorney to file suite or incur any costs to enforce the provisions of this Agreement, client agrees to pay the costs of any legal proceeding, including reasonable attorneys fees, at the rate specified herein, for any such enforcement proceeding including the attorneys rate for the time required to prepare and present ary Motion to Withdraw from client's case.
- 13. In the event client fails to pay any amounts due hereunder, interest shall accrue on said amounts at the rate of 1.5% per month or the highest applicable legal rate in Illinois until paid in full.

14. CLIENT ACKNOWLEDGES:

- A. READING AND UNDERSTANDING EACH AND EVERY PROVISION OF THIS AGREEMENT BEFORE SIGNING IT; AND
- B. RECEIVING AN EXECUTED COPY OF IT

IN WITNESS WHEREOF, the parties hereto set their hands and seals the date first above written.

CLIENT

HOME ADDRESS: 9396 N Parkside Dr.

Des Plaines, Il 60016

ATTORNEY

Marc W. Sargis