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Doc#: 1504246216 Fee: \$58.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/11/2015 02:42 PM Pg: 1 of 11

VERIFIED
NOTICE OF LIEN OF:

COMMERCIAL REAL ESTATE
BROKER

(770 ILCS 15/1, et seq.)

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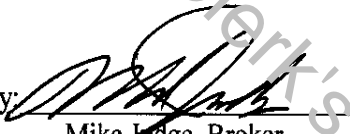
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STATE OF ILLINOIS)
)SS
COUNTY OF BUREAU)

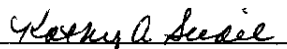
The undersigned, Broker and Lien Claimant, hereby verifies that the following information is true and accurate, to the best of his knowledge and belief:

1. The Owner of the subject property is: TJT of Naperville, Inc.
2. The subject real property is legally described on the Exhibit attached hereto.
3. The amount of the Lien claimed is \$ 115,000.00, or 10 % of the eventual sales price, per the Listing Agreement dated August 23, 2013 between Broker and Owner or Owner's representative.

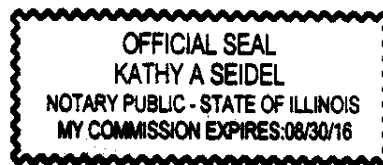
CAR WASH BROKERS OF ILLINOIS, LLC,
Lien Claimant, IL R.E. LLC Lic. No. 481.010445

By: 
Mike Judge, Broker
IL Broker Lic. No. 471.01125

SUBSCRIBED AND SWORN
to before me this 11th
day of FEBRUARY, 2015


Notary Public

Impression of Seal:



After recording mail to:

Car Wash Brokers of Illinois, L.L.C.
712 N. Main Street
Princeton, IL 61356

2404-0

UNOFFICIAL COPY**Car Wash Brokers of Illinois, LLC**

712 North Main Street, Princeton, IL 61356; (815) 875-3601; (815) 875-9999 fax; CWBOI@comcast.net
 Mike Judge, Broker, Broker Lic. No. 471.011125, (815) 341-5315 cell; emjudge@comcast.net

EXHIBIT A**REAL PROPERTY DESCRIPTION**

Common Address: 105 EAST GOLF ROAD, HOFFMAN ESTATES, IL 60173-3704.

Property/Parcel Identification Number(s): 07-15-200-032-0000.

Legal Description:

THAT PART OF LOT 14 IN BLOCK 1 IN HOFFMAN ESTATES 1 (HEREINAFTER DESCRIBED) MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 14 BEING THE NORTHWEST CORNER OF LOT 13 OF SAID BLOCK, THENCE SOUTHWARD ALONG THE WEST LINE OF LOTS 12 AND 13 OF SAID BLOCK 1, SOUTH 00 DEGREES 24 MINUTES 39 SECONDS EAST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 21 SECONDS WEST A DISTANCE OF 102.36 FEET; THENCE NORTH 3 DEGREES 07 MINUTES 51 SECONDS EAST, A DISTANCE OF 200.07 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 14, BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF GOLF ROAD; THENCE EASTWARD ALONG THE SAID NORTH LINE OF LOT 14, NORTH 89 DEGREES 23 MINUTES 37 SECONDS EAST, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

SAID HOFFMAN ESTATES 1 BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF HIGGINS ROAD, TOGETHER WITH THAT PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF HIGGINS ROAD, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 5, 1955, AS DOCUMENT NUMBER 1612242.

EXCEPT,

THE NORTH 10 FEET OF THAT PART OF LOT 14 IN BLOCK 1 IN HOFFMAN ESTATES 1 BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF HIGGINS ROAD, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 5, 1955, AS DOCUMENT NUMBER 1612242, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 14 BEING THE NORTHWEST CORNER OF LOT 13 OF SAID BLOCK; THENCE SOUTHWARD ALONG THE WEST LINE OF LOTS 12 AND 13 OF SAID BLOCK 1, SOUTH 00 DEGREES 24 MINUTES 39 SECONDS EAST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 21 SECONDS WEST A DISTANCE OF 102.36 FEET; THENCE NORTH 3 DEGREES 07 MINUTES 51 SECONDS EAST, A DISTANCE OF 200.07 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 14, BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF GOLF ROAD; THENCE EASTWARD ALONG THE SAID NORTH LINE OF LOT 14, NORTH 89 DEGREES 23 MINUTES 37 SECONDS EAST, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY**Car Wash Brokers of Illinois, LLC**

712 North Main Street, Princeton, IL 61356; (815) 875-3601; (815) 875-9999 fax; CWBOI@comcast.net
 Mike Judge, Broker, Broker Lic. No. 475.113068, (815) 341-5315 cell; emjudge@comcast.net

LISTING AGREEMENT

This agreement is for the specific purpose of listing for sale the following business, property and real estate:

Business Name: Golf Rose Carwash Owners Name: TJT of Naperville Inc.
 Address: 105 East Golf Road Address: 2050 Cromwell Drive
 City: Hoffman Estates City: Wheaton
 State: IL Zip: 60169 Phone: (847) 885-4616 State: IL Zip: 60189 Phone: _____
 Email Address: _____ Cell: 630-212-0526 Fax: 630-232-2058
 Type Business (describe): Full Service Tunnel Car Wash

LISTED ASSETS:

Equipment & Fixtures	\$ <u>1,900.00</u>
Autos & Rolling Stock	\$ _____
Inventory of Goods at Cost	\$ _____
Capital Improvements	\$ _____
Covenant Not to Compete (Years: _____ Area _____)	\$ _____
Business Trade Name & Goodwill	\$ _____
Franchise Agreement, Contract, etc.	\$ _____
Licenses (Type: _____)	\$ _____
Building	\$ _____
Land	\$ _____
SELLERS ESTABLISHED VALUE AND SALES PRICE OF ALL LISTED ASSETS	\$ <u>1,900.00</u>

Are Business Premises Owned or Leased by Owner/Seller? Owned

Lessee Name: N/A

Lessor or Property Owner's Name: N/A

Premises Zoning/Legal Description: Commercial

Premises Lease Period: N/A Monthly Rent: N/A Options: N/A Deposits: N/A

Building Size: 3,100 sq. ft. +/- Lot Size: 17,687 sq. ft. +/-

Property Identification Number (PIN) 07-15-200-032-0000

If real property is owned by Seller and is leased to Buyer, a commission of ten percent (10%) of the gross rental for the term of the lease and/or renewals thereof shall be payable to Broker as received by Seller.

Seller hereby appoints Car Wash Brokers of Illinois, LLC (CWBOI)(Broker) Seller's agent and gives Broker the sole, exclusive and irrevocable right to sell, exchange, rent or lease the above described business, real estate, assets, rights and property or any part thereof (collectively referred to as the Premises) for the period of August 23, 2013 to February 23, 2014 upon the price and payment terms set forth above. Seller agrees that if, during this period, the Premises becomes subject to an Agreement of Sale, exchange, rent or lease or if the Premises are sold, exchanged, rented or leased, the Broker shall immediately become entitled to a commission of \$25,000 or ten percent (10%) of the total price, whichever is greater. In the event the Premises

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Car Wash Brokers of Illinois, LLC

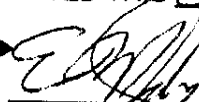
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 Mike Judge, Broker, Broker Lic. No. 475.113068, (815) 341-5315 cell; emjudge@comcast.net

LISTING AGREEMENT

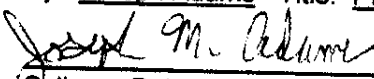
are sold, exchanged, rented or leased within 24 months following the expiration date, or any extension of this Agreement to any person, corporation, or any other entity to which Broker or its agent has, in any manner, shown, introduced, revealed or made aware of such Premises, Seller shall be obligated to immediately pay the commission as if such sale, exchange, rental or lease had occurred during the term of this Agreement. Seller shall pay to Broker all costs, disbursements and expenses, including attorney's fees incurred by Broker in enforcing the obligations of Seller for the payment of commissions. Seller hereby grants Broker a lien on all of the assets and properties of the Premises and on the proceeds from the disposition of such Premises, or any part thereof, to secure the payment to Broker of all amounts due by Seller to Broker under this Agreement and Seller appoints Broker as attorney-in-fact to file necessary instruments to perfect such lien. Broker's lien shall be recorded. Price (which shall include cash and/or other consideration given) shall mean (i) the purchase price of the assets plus any obligations assumed by the Buyer (ii) the purchase price of corporate stock plus all remaining liabilities of the corporation whose stock is being sold. If Broker procures a ready, willing and able Buyer for the Premises in accordance with the terms of this Agreement, Broker shall be entitled to a commission. This Agreement constitutes the entire Agreement of the parties hereunder, and cannot be modified except in writing executed by each of the parties hereto. No other representations or promises are made other than as hereinabove expressly set forth. Seller expressly acknowledges fully reading, understanding and receiving a copy of this agreement.

Discrimination: Car Wash Brokers of Illinois, LLC shall not enter into a listing agreement which 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, or any other class protected by Article 3 of the Illinois Human Rights Act [775 ILCS 5]; nor shall any licensee of Car Wash Brokers of Illinois, LLC 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, or any other class protected by Article 3 of the Illinois Human Rights Act.

DATED THIS 23 day of August, 2013


 Car Wash Brokers of Illinois, LLC
 E.M. (Mike) Judge, Broker

Owner's Name: TJT of Naperville Inc.
 By: Joseph Adams Title: President


 Seller or Duly Authorized Agent
 Address: 2050 Cromwell Drive
 City: Wheaton State: IL Zip: 60189
 Phone: 630-212-0526

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Car Wash Brokers of Illinois, LLC

712 North Main Street, Princeton, IL 61356; (815) 875-3601; (815) 875-9999 fax; CWBOI@comcast.net
Mike Judge, Broker, Broker Lic. No. 475.113068, (815) 341-5315 cell; emjudge@comcast.net

ADDENDUM TO LISTING AGREEMENT

Date: May 5, 2014

This addendum is to be attached to and become part of the Listing Agreement dated August 23, 2013 between Seller TJT of Naperville, Inc. and Broker Car Wash Brokers of Illinois, LLC which lists for sale the business, property and real estate commonly known as Gulf Rose Car Wash, 105 East Golf Road, Hoffman Estates, IL 60169; PIN # 07-15-200-032-0000. Seller hereby agrees to extend the Listing Agreement for the period of February 23, 2014 to August 23, 2014.

DATED AND ACCEPTED on this 5TH day of May, 2014.

Seller: Joseph M. Adams
Joseph M. Adams, President
TJT of Naperville, Inc.
2050 Cromwell Drive
Wheaton, IL 60189
630-212-0526

Authorized Agent: E.M. (Mike) Judge
E.M. (Mike) Judge, Broker
Car Wash Brokers of Illinois, LLC
712 North Main Street
Princeton, IL 61356
815-875-3601

COOK COUNTY CLERK'S OFFICE

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ROGERS FLOORING

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Car Wash Brokers of Illinois, LLC712 North Main Street, Princeton, IL 61356; (815) 875-3601, (815) 875-3609 fax, CWB@CWB.com or
Mike Judge, Broker, Broker Lic. No. 475-113068, (815) 341-5315 cell, emjudge@comcast.net**ADDENDUM TO LISTING AGREEMENT**

Date: August 21, 2014

This addendum is to be attached to and become part of the Listing Agreement dated August 23, 2013 between Seller TJT of Naperville, Inc. and Broker Car Wash Brokers of Illinois, LLC which lists for sale the business, property and real estate commonly known as Gulf Rose Car Wash, 105 East Golf Road, Hoffman Estates, IL 60169; PIN # 07-15-200-032-0000. Seller hereby agrees to extend the Listing Agreement for the period of August 23, 2014 to February 23, 2015.

DATED AND ACCEPTED on this 21 day of August, 2014.

Seller

Joseph M. Adams
Joseph M. Adams, President
TJT of Naperville, Inc.
2050 Cromwell Drive
Wheaton, IL 60189
630-212-0526

Authorized Agent:

E.M. (Mike) Judge
E.M. (Mike) Judge, Broker
Car Wash Brokers of Illinois, LLC
712 North Main Street
Princeton, IL 61356
815-875-3601

BOOK County Clerk's Office

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FROM : JENNIFER SCALI

FAX NO. : 17736316484

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Car Wash Brokers of Illinois, LLC

112 North Main Street, Princeton, IL 61341 (618) 675-3601; (618) 675-9989 fax: COWBRO@comcast.net
Real Estate Broker License No. 475.113060, (618) 341-9319 cell: jscali@comcast.net

OFFER AND PURCHASE AGREEMENT

THIS DOCUMENT BECOMES LEGALLY BINDING; IF NOT UNDERSTOOD, SEE LEGAL ADVICE.

To: LJT in Naperville, Inc., Seller

From: Ashley Pates, Buyer

1. Real Estate Description: The Buyer offers to buy real estate in the City of Hoffman Estates State of Illinois described as follows:

Seller to provide legal description:

With a street address of 1157 East Golf Road, PIN # 07-16-210-032-0000, with the business known as Golf Road Car Wash, with any easements and appurtenant servient estates (designated the "Real Estate"), free from liens and encumbrances, subject only to the following being acceptable to Buyer: (a) zoning and other ordinances; (b) covenants of record; (c) easements of record for public utilities, roads and highways. This document is further subject to the Buyer being able to make the following use of the Real Estate: to operate a Full Service Tunnel Car Wash in accordance with Buyer's plan for the Real Estate.

Price: The purchase price shall be ONE Million, ONE Hundred Thousand (\$1,100,000.00) payable as follows:

A. \$25,000.00 earnest money deposit shall be paid upon mutual execution of this contract, refundable to the Buyer should the terms of this agreement not be met. All earnest money shall be held in an escrow account by Seller's Attorney or by the Title Company to be decided upon by Seller and Buyer and/or their respective attorneys, until closing.

B. The entire remaining balance of the purchase price shall be paid in full on the delivery of a Warranty Deed, duly executed and in proper form, conveying full and marketable title to the real estate at the closing.

3. Possession and Closing Date: If Seller should timely perform all obligations hereunder, possession of the Real Estate shall be delivered to the Buyer at closing with any adjustments of rent, insurance, and interest to be made as of the date of transfer. Date of Closing of this sale shall be within 45 days after mutual acceptance of this agreement, or a such other time as the parties may mutually agree. This closing date shall be subject to the other terms and conditions contained in this document.

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p.2
p.2**Car Wash Brokers of Illinois, LLC**

712 North Main Street, Princeton, IL 61366; (815) 878-3801; (815) 878-8888 fax; CWBOK@comcast.net
 Mike Judge, Broker, Broker Lic. No. 475.113088, (815) 341-5315 cell, emjudge@comcast.net

4. **Real Estate Taxes:** Seller shall pay all real estate taxes assessed against the Real Estate through the closing date and any unpaid real estate taxes payable in prior years. Buyer shall pay all subsequent real estate taxes. Any proration of real estate taxes on the real estate shall be based upon such taxes for the year currently payable unless the parties provide otherwise in this agreement.

Should the subject tract be a part of a larger tract, then the Seller agrees to escrow at closing real estate taxes unpaid including those accrued and not due that include the subject tract.

5. **Survey:** Seller shall provide to the Buyer an existing survey, if any, of the real estate within 7 days after acceptance of this offer.
6. **Special Assessments:** Seller shall pay all special assessments, which are a lien on the real estate as of the date of the closing. Buyer shall pay all other special assessments.
7. **Title Evidence:** The Seller shall promptly provide to the Buyer a commitment for a standard owner's title insurance policy insuring title to the real estate for an amount equal to the purchase price. Buyer shall have a reasonable time after receipt of the commitment to submit written title objections to the Seller. The Seller shall have a further reasonable time to correct any title objections or deficiencies, which may be found to exist and to satisfy all requirements of the commitment. The title commitment expense shall be shared equally by the parties.

If Seller is unable to produce marketable title in conformance with this agreement within a reasonable period of time, then in addition to any other remedies available under applicable law, the Buyer shall have the option to declare this agreement null and void and upon demand shall be refunded the amount of the earnest money.

8. **Risk of Loss and Insurance:** All risk of loss shall remain with the Seller until possession of the real estate is delivered to Buyer.
9. **Fixtures:** All property that integrally belongs to or is part of the real estate, whether attached or detached, such as light fixtures, awnings, windows, plumbing fixtures, water heaters, water softeners, automatic heating equipment, all supplies, garage doors, and tools, built-in items, electrical service cable, fencing, gates and landscaping shall be considered a part of the real estate and included in the sale.

BUILDING(S) AND ALL EQUIPMENT & TOOLS, LADDERS, SPARE PARTS, ETC. FOR A CAR WASH. ALL EQUIPMENT WILL BE IN WORKING ORDER SUBJECT TO BUYER'S INSPECTION.

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p.3**Car Wash Brokers of Illinois, LLC**

712 North Main Street, Princeton, IL 61358; (815) 675-3891; (815) 675-9999 fax; CMBON@comcast.net
Mike Judge, Broker, Broker Lic. No. 475.113088, (815) 341-8316 cell; emjudge@comcast.net

10. Deed: Upon payment of the purchase price, Seller shall convey the real estate to Buyer or its assignee, by warranty deed, free and clear of all liens, restrictions and encumbrances except as provided in paragraph 1, above; any general warranties as to acts of Seller continuing up to time of delivery of the deed.

11. Hazardous Materials: Prior to closing, the Buyer shall have the right to conduct an investigation of the real estate to determine whether any structure or improvement contains asbestos, or any other hazardous material. If any such material is found to be present, then the Buyer shall have the right to rescind this agreement and terminate its obligations hereunder at any time prior to the closing.

Seller has no knowledge of, or reason to believe that there has been any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, or about any of the said property during the period of Seller's ownership or during the period of ownership by any prior owners or occupants of said property. In the event hazardous material is later discovered, this contract shall be VOIDABLE at the option of the Buyer.

12. Assignment: Seller shall not, prior to the closing, sell, assign, or transfer this agreement or any interest herein or any interest in the subject real estate without the written consent of Buyer.

13. Contingencies: The obligations of the Buyer hereunder are contingent upon full satisfaction of each and every one of the following requirements prior to the closing. The conditions are conditions precedent. Should the stated conditions herein be unfulfilled, then any and all earnest money deposit from the Buyer in the possession of Seller or Seller's agent shall be returned to the Buyer within ten (10) days after written notice is delivered to the Seller, directly or through the Seller's agent, that the conditions stated herein have not been satisfied.

A. Buyer and Seller mutually agree that all earnest monies received will be put into an escrow account fully refundable until all contingencies regarding this purchase agreement are removed.

B. Buyer's review and acceptance of Seller's books and records regarding this business transaction. Both Buyer and Seller agree that all information given to Buyer regarding Seller and Seller's Business has been provided to Broker by Seller, and that Car Wash Brokers of Illinois, LLC has made no independent investigation of the business herein described.

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p.4
p.9**Car Wash Brokers of Illinois, LLC**

712 North Main Street, Princeton, IL 61366; (815) 875-3881; (815) 875-8888 fax: CWBOL@comcast.net
 Mike Judge, Broker, Broker Lic. No. 475.113068, (815) 341-5315 cell, emjudge@comcast.net

- C. Seller agrees to not compete directly or indirectly, either individually or by and through agents, with Buyer in the vehicle washing industry. This Non-Competition agreement shall be in force for a period of five years from the date of the real estate closing and shall be effective within a radius of five miles from the site sold by Seller to Buyer. In the event the Seller shall fail to comply with this non-competition provision, Buyer may enforce Buyer's rights thereunder by injunction and by money damages.
- D. The closing date is subject to the completion of the conditions stated herein.

Unless all of the above-stated contingencies have been satisfied in full or waived in writing by the Buyer as of the date provided above for the closing, the Buyer shall not be required to close this transaction, but shall have the option to thereupon terminate its obligations hereunder and rescind this agreement.

Limited possession of property shall be delivered to Buyer upon execution of the agreement in order to provide the opportunity to satisfy or verify conditions precedent stated therein.

14. **Remedies of the Parties:**
- If Seller fails to timely perform this contract, Buyer has the right to have all payments made returned.
 - Buyer and Seller also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.
15. **Contract Binding on Successors in Interest:** This purchase agreement, upon execution, shall be binding upon the undersigned, their heirs, legal representatives, successors, and assigns.
16. **Time of the Essence:** Time is of the essence in this agreement.
17. **Construction:** Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
18. **Amendments:** This offer and purchase agreement may not be changed orally, but only by agreement in writing, duly executed by or on behalf of the Party(ies) against whom enforcement of any waiver, change, modification, consent or discharge is sought.
19. **Time for Acceptance:** If Seller on or before 4/8/15 does not accept this offer it shall become void and all payments shall be repaid to the Buyer.

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Car Wash Brokers of Illinois, LLC

712 North Main Street, Princeton, IL 61350; (716) 875-8881; (716) 875-8880 fax; CWSB@comcast.net
Miss Judge, Broker, Broker Lic. No. 475.113888, (716) 341-8816 cell; emjudge@comcast.net

20. Additional Provisions: The additional provisions set forth on the Addendum attached hereto (if any) are a part of this agreement.

Date: 8-19-14

Joseph Pahl

, Buyer

3702 Central ST Glenview

Address

(847) 845-7052

Telephone

[Signature]

Car Wash Brokers of Illinois, LLC
E.M. (Miss) Judge, Broker

SELLER'S ACCEPTANCE

I (or we) accept the foregoing offer and agree to sell the above described business, real estate and assets on the terms and conditions of the foregoing contract. For value received, I (or we) further agree to pay Car Wash Brokers of Illinois, LLC (CWSB), our Broker, a commission of \$25,000 or ten percent (10%) of the total price, whichever is greater, fully earned and payable to said Broker, payable at close of escrow.

This offer accepted: 8/26/2014 _____, 2014

Joseph M. Adams

Joseph M. Adams, Pres., Seller

105 E. GOLF RD. HOFFMAN ESTATES, IL. 60169

Address

847-885-4616

Telephone
