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Date: 04/29/2015 03:20 PM Pg: 1 of 6

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FOR RECORDER'S USE ONLY

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

ROBERT R. CZERNIAK,)
)
Plaintiff,)

vs.)

Case No. 11 CH 07925

JOSEPH P. CZERNIAK, Independent)
Administrator of the Estate of Roger D.)
Czerniak,)
)
Defendant.)

AGREED ORDER

Agreed Order Entered April 14, 2015
and Exhibit A Legal Descriptions Attached

CCRD REVIEWED *ply*

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

ROBERT R. CZERNIAK,

Plaintiff,

v.

JOSEPH P. CZERNIAK, Independent
Administrator of the Estate of Roger D. Czerniak,

Defendant.

Case No. 11 CH 07925

AGREED ORDER

This Cause coming before the Court on Plaintiff, Robert Czerniak's Motion to Set Terms of Sale, due notice having been sent to all parties entitled to notice and the Court being advised that the parties have reached an agreed order on the Motion, and being otherwise duly advised of the Premises,

IT IS HEREBY ORDERED:

1. Plaintiff, Robert Czerniak's (herein "Plaintiff") Motion to Set Terms of Sale is allowed as set forth in this Order.
2. The parties are authorized to list the real estate at 101 S. Main St., Mt. Prospect, IL and 345 Scott St., Elk Grove Village, IL (herein "Real Estate") with the real estate broker, Brian Rieger of Berkshire Hathaway, (herein "Real Estate Broker"). The listing agreements shall provide that all third party offers are subject to the terms of this order and approval of Court. Ex parte communications between the real estate broker and an attorney for one party are prohibited.
3. That all bids for the Real Estate or any part thereof, shall be submitted by the Real Estate Broker to the parties by email as set forth below for review and approval. The parties shall notify each other by email within 5 business days of receipt of the offer whether their client is agreeable to the terms of the offer. If the Estate of Roger D. Czerniak (herein "Defendant") indicates to Plaintiff that Defendant will accept the terms of the offer, including the price contained in the offer, then Plaintiff shall have the right and option to purchase the Real Estate, or such portion thereof to which the offer pertains, at the price and other terms submitted, which option shall be exercised by Plaintiff sending an email to Defendant within 5 business days of receipt of the email from Defendant that Defendant will accept the terms of the offer. If Plaintiff exercises this option, then the Real Estate Broker shall redraft the offer in the name of Plaintiff or his nominee, and the offer shall be submitted to Plaintiff for Plaintiff's signature, and return to the Real Estate Broker and Defendant. The Plaintiff shall submit the earnest money contained in the offer to the Real Estate Broker and shall otherwise meet the terms of the offer.

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4. In the event Plaintiff fails to notify Defendant whether an offer is acceptable within 5 business days, then it shall be concluded that Plaintiff has approved the offer, subject to Plaintiff's right to match such offer within an additional 5 business days. In the event Defendant fails to notify Plaintiff whether an offer is acceptable within 5 business days, then it shall be concluded that Defendant has rejected the offer. In the event Plaintiff fails to notify Defendant whether Plaintiff is exercising his right and option to purchase the Real Estate which is the subject of the offer at the price and other terms submitted within 5 business days of receipt of the email from Defendant that Defendant will accept the terms of the offer, then it shall be concluded that Plaintiff has waived his right to exercise the option. In the event Plaintiff does not exercise his right of first refusal, then Defendant or Plaintiff may motion the Court to obtain the required court approval for the sale. No Court approval shall be required for a sale to Plaintiff.

5. All notices under this order may be sent by a party or his attorneys. Notices to Plaintiff shall be sent to all of the following email addresses: pgf@rfd-law.com wdd@rfd-law.com, stevend@rfd-law.com and bakery@centralcontinental.com (Bob Czerniak's email). Notices to Defendant shall be sent to all of the following email addresses: tystorm@illapp.com.

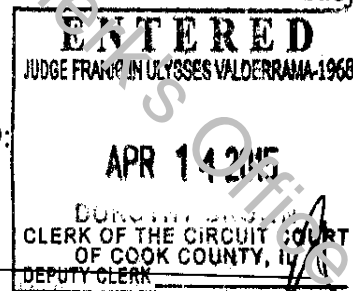
6. In the event the real estate located at 345 Scott St., Elk Grove Village, IL is not under contract for sale within 90 days of the date of this order, then Plaintiff shall have the option to submit an offer to purchase the real estate located at 345 Scott St., Elk Grove Village, IL, which shall be subject to court approval.

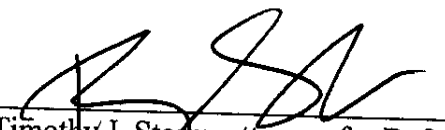
7. In the event the real estate located at 101 S. Main St., Mt. Prospect, IL is not under contract for sale within 90 days of the date of this order, then Plaintiff shall have the option to purchase 101 S. Main St., Mt. Prospect, IL upon the terms set forth in the March 13, 2105 email from Peter Frezados to Tim Storm, a copy of which is attached hereto, exercisable upon reasonable notice from Plaintiff, or in the alternative, the option to submit an offer to purchase the real estate located at 101 S. Main St., Mt. Prospect, IL, which shall be subject to court approval.

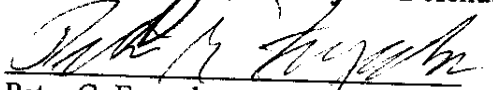
Dated: April 13, 2015.

ENTERED:

Judge:




Timothy J. Storm, attorney for Defendant


Peter G. Frezados, attorney for Plaintiff


Peter G. Frezados, Esq.
Regas, Frezados & Dallas LLP
Attorneys for Plaintiff

8. Plaintiff shall cooperate fully with the Real Estate Broker in listing and showing the Real Estate and shall not impede a potential sale to a non-party purchaser in any way.

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20 North Clark Street
Suite 1103
Chicago, Illinois 60602
(312) 236-4400
Attorney No. 08189

Property of Cook County Clerk's Office

A large, bold, handwritten signature in black ink is written over the diagonal watermark text. The signature consists of several thick, sweeping strokes that are difficult to decipher but appear to be a stylized name.

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Peter Frezados

From: Peter Frezados
Sent: Friday, March 13, 2015 1:37 PM
To: 'Timothy J. Storm'
Cc: William Dallas; Steven Dallas
Subject: Czerniak v. Czerniak

Tim:

Our client has requested that we communicate the following offer to the Estate of Roger. The highest value placed on 101 Main Street, Mount Prospect by any real estate broker is \$645,141.00. Assuming a sale at the listing price, and a 5% broker's commission of \$32,257.00, the net amount that would be realized by the partnership is \$612,884.00. Robert is prepared to pay the Estate of Roger \$310,000, less one half of the outstanding balance due on any liens (we are advised that there is no mortgage), to convey its interest to Robert or his nominee. The closing would be subject to the usual provisions (one-half) and could be consummated within 30 days of contract signing. This offer is subject to the signing of a contract approved by the respective attorneys for the clients. This communication is made for settlement purposes only and is not intended to be used for any purpose, including at any hearing or trial in this matter. It is not intended to be a binding offer. If you have an interest in discussing this further, please feel free to contact me.

Thanks,
Pete Frezados

Peter G. Frezados
Regas, Frezados & Dallas LLP
20 N. Clark Street
Suite 1103
Chicago, Illinois 60602
Tel: (312) 236-4400
Fax: (312) 236-1129
pgf@rfd-law.com

This communication is confidential and is intended to be privileged pursuant to the attorney-client privilege and the work-product doctrine. Unless you are the addressee (or authorized to receive this communication for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply email and delete the message.

FEDERAL TAX NOTICE:

Treasury Regulations require us to inform you that any federal tax advice contained herein (including in any attachments and enclosures) is not intended or written to be used, and cannot be used by any person or entity, for the purpose of avoiding penalties that may be imposed by the Internal Revenue Service. In addition, we do not impose upon any person or entity to whom this is addressed any limitation on the disclosure of the tax treatment or tax structure of any transaction discussed herein (including in any attachments and enclosures).

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PARCEL 1:

THAT PART OF LOT 2 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT AND RUNNING THENCE EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 105 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT TO A POINT IN A STRAIGHT LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID LOT THAT IS 53.04 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, TO A POINT IN THE EAST LINE OF SAID LOT THAT IS 51.69 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG SAID LINE TO THE WEST LINE OF SAID LOT, THENCE NORTH ALONG THE WEST LINE TO A PLACE OF BEGINNING, IN BLOCK 13 IN BUSSE AND WILLE'S RESUBDIVISION IN MT. PROSPECT, IN THE WEST ½ OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 101 S. MAIN, MT. PROSPECT, IL
PIN: 08-12-108-031-0000

PARCEL 2:

LOT 37 (EXCEPT SOUTH 5.42 FEET THEREOF) AND ALL OF LOT 38 IN HIGGINS ROAD COMMERCIAL SUBDIVISION UNIT NO. 2 BEING A SUBDIVISION OF THE WEST ½ OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 345 SCOTT STREET, ELK GROVE VILLAGE, IL
PIN: 08-22-102-174 AND 08-22-102-173