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Doc#: 1532416085 Fee: \$50.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/20/2015 04:00 PM Pg: 1 of 7

Property of Cook County Clerk's Office

**EXCLUSIVE LISTING AGREEMENT
FOR 7641 S. DREXEL,
CHICAGO, ILLINOIS 60619**

**PREPARED BY AND MAIL TO:
Rosenthal Law Group, LLC
3700 W. Devon, Suite E
Lincolnwood, Illinois 60712
9740-D**

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EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT THIS DOCUMENT IS INTENDED TO BE A BINDING CONTRACT

THIS EXCLUSIVE SALES MARKETING AGREEMENT ("Agreement") is made and entered into as of November 5, 2015 (the "Effective Date"), by and between At World Properties, LLC d/b/a @properties ("@properties"), a licensed real estate broker, and NDP, Inc. ("Owner"), the owner of real property ("Property") described below. For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, Owner grants @properties the exclusive right to sell and market the Property. The parties agree that the following terms and conditions will govern the sale and marketing of the Property.

1. Property:

Address: 7641 S. Drexel Ave. Unit No: N/A

City: Chicago State: IL Zip: 60619 County: Cook

Parking Space No: _____ Deeded: _____ Assigned: _____ (check one)

2. Price: \$ 95,000.00 ("List Price")

The List Price shall include hot water heater, plumbing and electrical fixtures; washer/dryer, sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting, built-in or stand alone kitchen appliances, equipment, and cabinets; storm and screen windows and doors; attached shutters, window treatment hardware, blinds and shades; shelving systems; fireplace screen; planted vegetation; garage door openers and _____ . The following items are specifically excluded:

3. **Term:** The term of this Agreement ("Term") shall commence on the Effective Date and continue until one year from the Effective Date. If the Effective Date is inadvertently left blank, the Effective Date shall be the date upon which the Agreement is fully executed and delivered. Upon expiration or termination, all obligations of both parties shall cease; provided, however such termination shall not affect Owner's obligation to pay (or cause @properties to be paid) any and all Commissions (as defined below) or Lease Commissions (as defined below), along with all other amounts due @properties hereunder.

4. **@properties' Commission:** In the event @properties produces a buyer who is ready, willing and able to close on the Transfer of Property at the List Price or such other price as Owner accepts in a written contract, then Owner shall pay @properties a commission in the amount of six percent (6%) of the purchase price ("Sale Commission") plus \$350 and \$0.00 for additional marketing expenses (collectively, "Additional Fee"). If this Agreement is cancelled or expires for any reason, Owner shall pay to @properties the Additional Fee upon demand. @properties may elect to collect the Additional Fee from Owner prior to performance of the services required hereunder. In the event Owner enters into a lease agreement with a tenant during the term of this Agreement, Owner agrees to pay @properties a rental commission equivalent to the first month's rent ("Rental Commission") plus \$100 ("Additional Rental Fee"). In the event the term of a lease is for more than one year, @properties shall be paid, in addition to the Rental Commission, a sum equal to the first month's rent for each subsequent year, set forth in the lease (the "Additional Rental Commission"). In the event the Property is later purchased by such tenant, or an option to purchase is later granted to and exercised by such tenant (or such tenant's immediate family members), then in addition to the Rental Commission, Additional Rental Commission and Additional Rental Fee, Owner shall pay @properties the Sale Commission and Additional Fee. The Sale Commission, Additional Fee, Rental Commission, Additional Rental Commission and Additional Rental Fee are referred to collectively as the "Commission". Any default by tenant, including failure to pay rent, shall not affect @properties' right to the Commission. Owner agrees that @properties may collect the Commission from the first month's rent check collected by @properties. @properties shall be entitled to the Commission pursuant to this Agreement (a) upon the closing of any sale, lease, exchange, installment sale, or any other transfer of legal or beneficial title to all or any part of the Property (collectively, a "Transfer of Property") prior to the expiration or earlier termination of this Agreement (the "Termination Date"), regardless of whether the Transfer of Property resulted from the service and/or effort of @properties, Designated Agent, Owner or any other persons or entities; or (b) upon the closing of any Transfer of Property within twelve (12) months after the Termination Date (the "Protection Period") to any person to whom the Property was submitted prior to the Termination Date and (c) upon Owner's default on a purchase contract governing a sale of the Property during the Term or Protection Period (a "Default"). Notwithstanding the foregoing, if (i) the Property is residential property of four units or less, (ii) the Termination Date has passed, and (iii) Owner has entered into a valid, bona fide, written listing agreement with another licensed Illinois real estate broker during the Protection Period, then @properties shall not be entitled to any Commission pursuant to this Agreement on any Transfer of Property or Default. For Property which is not residential property of four units or less, if the Property is listed with another licensed Illinois real estate broker during the Protection Period, Owner shall be liable for the entire Commission, which shall be shared equally by @properties and the other licensed real estate broker. The date on which a lease, installment sale contract or articles for deed is fully executed and delivered shall be deemed the date of closing of a Transfer of Property. @properties' licensees cooperate with Illinois licensees internally and externally. @properties is hereby authorized to share the Commission with any cooperating brokers regardless of the cooperating broker's agency relationship to Owner, @properties, or the buyer. The actual allocation of the Commission between the brokers will be determined pursuant to a separate agreement between @properties and the other licensed real estate broker.

5. **Designated Agency:** The parties agree that Zak Herman, broker associate(s)/listing agent(s) affiliated with @properties, is (are) Owner's exclusive designated legal agent(s) ("Designated Agent") under this Agreement. Owner understands and agrees that the Designated Agent will be primarily responsible for the marketing of the Property but that @properties reserves the right to appoint other licensed real estate brokers in the event Designated Agent is no longer willing or able to perform the services required hereunder or no longer associated with @properties.

Owner Initials ZH

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6. Potential Dual Agency: @properties and the Designated Agent (collectively, "Licensee") may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge he/she/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 LICENSEE'S ADVICE AND THE CLIENT'S RESPECTIVE INTERESTS MAY BE ADVERSE TO EACH OTHER. LICENSEE 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 INTERESTS AND ON THEIR OWN BEHALF. YOU ACKNOWLEDGE THAT LICENSEE 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 CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly. 2. Provide information about the property to the buyer or tenant. 3. Disclose all latent material defects in the property that are known to the Licensee. 4. Disclose financial qualification of the buyer or tenant to the seller or landlord. 5. Explain real estate terms. 6. Help the buyer or tenant 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 A DUAL AGENT

1. Confidential information that Licensee may know about a client, without that client's permission. 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord. 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant. 4. A recommended or suggested price or terms the buyer or tenant should offer. 5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If you are uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to initial this section below unless you want to allow 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 Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary. You are not required to accept this section unless you want to allow the Licensee to proceed as a dual agent in the transaction. By checking "Yes," initialing and signing below, you acknowledge that you have read and understand this section and voluntarily consent to the Licensee acting as Dual Agent (that is, to represent BOTH Owner and the purchaser or tenant) should that become necessary.

____ Yes No (check one) (initial here)

7. Duties and Responsibilities of @properties: During the Term, @properties agrees to use commercially reasonable efforts to securing a ready, willing and able purchaser for the Property. In addition, @properties, through one or more sponsored licensees shall provide the following services: (a) accept delivery of and present to you all offers and counteroffers to buy, sell, or lease the Property; (b) assist you 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 (c) answer your questions relating to the offers, counteroffers, notices, and contingencies. @properties does not have and disclaims any duty with respect to the management, maintenance, upkeep, protection, or repair of the Property or personal property therein. Owner acknowledges and agrees that @properties is acting solely as an independent contractor and that nothing in this Agreement constitutes or should be construed as creating a partnership, joint venture or any employer-employee relationship between Owner and @properties.

8. Duties, Responsibilities and Authorization of Owner: Owner warrants that it is the Owner of merchantable title to the Property and has the power and authority to enter into this Agreement and sell the Property. During this Agreement, Owner agrees to (a) fully cooperate with @properties and Designated Agent to market and complete the sale of the Property, including showings of the Property; (b) allow @properties to advertise the Property and to place a lock-box on the Property; and (c) conduct all negotiations for the sale of the Property through @properties and refer to @properties all inquiries directed to Owner in respect to the Property. Owner shall be responsible to provide at closing, at Owner's expense, when applicable, title insurance, survey, condominium documents and pay for Owner's legal fees and other customary closing charges. Owner also agrees that: (a) Owner is solely responsibility to safeguard all personal property at the Property; (b) @properties has no duty to safeguard personal property at the Property; and (c) Owner waives and holds @properties harmless for any and all claims relating to personal property at the Property. If the Property is income or commercial property, Owner shall provide @properties with accurate copies of all leases, income and expense statements, a rent roll, existing environmental reports and relevant information necessary to market the property within fourteen (14) days after the date of the Agreement. Owner has received NO NOTICE of encumbrance from any adjoining land owner. There are no outstanding notices of building code violations, dangerous conditions, defects, or material problems that Owner has failed to disclose. Owner shall comply with the Real Estate Settlement Procedures Act of 1974, as amended. If the Property is a condominium, within fifteen (15) days of the date hereof, Owner shall furnish to @properties a complete set of condominium documents, including the declaration, bylaws, rules, regulations, budget, and meeting minutes. If the Property is a cooperative apartment, within fifteen (15) days of the date hereof, Owner shall furnish to @properties the cooperative documents including without limitation the proprietary lease, stock certificate, trust agreement, and bylaws.

Owner Warrants The Following Information To Be True And Correct:

Permanent Index Number (s) 20-26-310-010-0000

Real estate tax for 2014 is \$ 1,555.76

____ Homeowner Exemption ____ Senior Citizen Homestead Exemption (check applicable)

Current monthly assessment is \$ N/A and includes: (check applicable) ____ heat, ____ hot water, ____ electric, ____ air conditioning, ____ gas and N/A

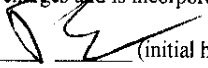
Special assessment \$ N/A Lot size 25 x 125

Owner Initials [Signature]

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9. Earnest Money Deposits: Owner authorizes @properties to accept earnest money from potential purchasers to be held by @properties in an escrow account maintained in accordance with the existing law. @properties may withdraw from such earnest money deposit its brokerage commission, cooperating brokerage commissions and other expenses or fees paid on behalf of, or at the direction of, Owner at the time the transaction is consummated. It is expressly understood that @properties shall not be liable for acts in good faith as escrowee. In the event of a default, @properties shall not be required to act to disburse escrowed funds until @properties has received joint written instructions from the Owner and the purchaser. Absent such instructions, in the event of a dispute with respect to the intended disposition of funds in escrow, then @properties may, at its sole discretion, deposit the earnest money, less costs, with the clerk of the Circuit Court by the filing of an action in the nature of an interpleader. @properties may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and the Owner shall indemnify and hold @properties harmless from any and all claims and demands, including the payment of reasonable attorney's fees with respect to the escrow.

10. Title Insurance Services: By initialing below, Owner or his/her attorney of choice shall have the option to order title insurance and related title insurance services through Proper Title. Proper Title is an affiliate of @properties, as detailed in the Affiliated Business Disclosure Statement, which estimates Owner's title charges and is incorporated herein.

 (initial here)

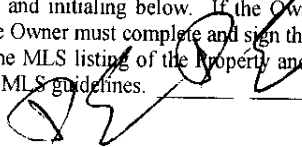
11. Indemnity: To the extent permitted by law, Owner agrees to indemnify and hold @properties, its licensees, agents, employees, managers, members, shareholders, directors, officers and successors (the "Indemnified Parties") harmless from all claims, disputes, litigation, expenses and reasonable legal fees arising from (a) failure by Owner to disclose any facts, damage or material defects, latent or otherwise, relating to the Property; (b) any misrepresentation by Owner to @properties or purchaser; or (c) any dispute between Owner and purchaser or any third party, or a dispute between any third party and @properties arising out of performance of this Agreement, including disputes as to the disposition of any earnest money deposit held by @properties. Owner agrees to safeguard and/or remove any valuable personal property in the premises (e.g., jewelry or artwork) and represents and warrants that it has personal property insurance on said personal property. Owner further agrees that @properties and the Indemnified Parties shall not be liable for any damage to said personal property caused by third-parties. If the premises are leased, Owner agrees to advise Owner's tenant of the foregoing. Except for @properties' or any of the Indemnified Parties willful misconduct, @properties' and the Indemnified Parties liability for any breach of this Agreement or negligence in its or their performance of its or their duties under this Agreement shall be limited to the amount of compensation actually received by @properties under this Agreement. This Section 11 shall survive expiration or earlier termination of this Agreement.

12. Dispute Resolution: For purposes of reducing the cost to each party of dispute resolution, the parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, or any breach of this Agreement by either party, shall be resolved by arbitration, with a single arbitrator, through the facility of the American Arbitration Association with the arbitration to be held in the Chicago office. The parties agree to be bound by any award rendered by such arbitrator and further agree that judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. The parties agree to execute any arbitration agreements, consents and documents as may be required by the American Arbitration Association to facilitate any arbitration.

13. Required Disclosures: Owner acknowledges that he and/or she have been informed of the responsibilities imposed upon owners under the Residential Real Property Disclosure Act. Owner agrees to comply with the requirements of this Act and to not knowingly give any false or inaccurate information regarding the Property. Local ordinances require that all properties must have smoke and carbon monoxide detectors present and in working condition and Owner shall comply with the same. In addition, Owner shall provide @properties with a completed Illinois Residential Real Property Disclosure Report, Zoning Certificate, Heat Disclosure, Lead Paint Disclosure and Radon Disclosure forms, if applicable, within five (5) days after the date of the Agreement. The owner also agrees to truthfully complete all required disclosures relating to lead-based paint and/or radon. Owner acknowledges that @properties may provide certain of the foregoing forms and disclosures for Owner's convenience. Owner accepts such forms and disclosures with the express understanding that Owner is solely responsible for their use and that any questions regarding the forms and disclosures shall be addressed to and answered by Owner's legal counsel. Owner understands that the list of forms and disclosures above may not be a complete list of all forms and disclosures required by law and that it is merely a guide. Owner releases @properties and the Indemnified Parties from liability related to any forms and disclosures provided by @properties and agrees to defend and hold harmless @properties and the Indemnified Parties for providing any such forms and disclosures and from any potential claims that might result from their use.

14. Notices: Any notice under this Agreement shall be deemed given and received (a) if given by facsimile or email, when such facsimile or email is transmitted to the facsimile number or email specified by the Designated Agent during normal business hours and confirmation of complete receipt is received during normal business hours, (b) if hand delivered against receipted copy, when the copy thereof is receipted, or (c) if given by a recognized overnight delivery service, the day on which such notice, request, or other communication is actually received at the address set forth by the Designated Agent or such other address as such intended recipient may give notice from time to time.

15. DISCRIMINATION: IT IS ILLEGAL FOR EITHER OWNER OR @PROPERTIES TO REFUSE TO DISPLAY OR SELL TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G., 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, SECTION 8 / INCOME STATUS OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT AND AGREE TO COMPLY WITH THE SAME. OWNER AND @PROPERTIES ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF LOCAL HUMAN RIGHTS OR FAIR HOUSING ORDINANCES AND AGREE TO COMPLY WITH THE SAME.

16. Multiple Listing Service ("MLS"): MLS rules require @properties to input the Property into the MLS within 72 hours of the execution of this Agreement. However, to gain the best possible market exposure, @properties recommends completing all marketing activities prior to listing the Property in the MLS. If the Owner does not want the Property inputted in the MLS within 72 hours, the Owner should set forth the date to have the Property inputted into the MLS by adding a date and initialing below. If the Owner would like the listing to be exempt from the MLS during the entire listing period provided for in the agreement, the Owner must complete and sign the form provided by MRED, "Seller's Listing Exemption Addendum". Unless noted otherwise, @properties will publish the MLS listing of the Property and compensation offered to the cooperating broker within 72 hours of the full execution of this Agreement in accordance to MLS guidelines.  (initial here) If not within 72 hours, date to input Property into MLS: 11/11/15

Owner Initials _____

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17. Promotion and Advertising: @properties is hereby authorized to promote and advertise the Property in all ways @properties deems appropriate, in its sole discretion, including but not limited to (i) displaying "for sale" and "open house" signs on the Property, (ii) promoting the Property on @properties' website and on other websites hosted by third parties and through any other advertising medium which @properties may subscribe to or otherwise use, and (iii) distributing information by mail or and electronic mail. @properties is hereby authorized to release information as to the amount of the selling price, type of financing, and number of days before the Property was sold to any MLS in which @properties participates.

18. Representation of Others: Owner understands and agrees that @properties and Designated Agent may from time to time represent or assist other sellers who may be interested in selling property to the buyers with whom they have a buyer agency contract or with whom they are working with as a customer. Owner consents to @properties and Designated Agent's representation of other sellers before, during and after the expiration of this Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon @properties or Designated Agent's representation or assistance of other sellers who may be interested in selling property to the buyers with whom they have a buyer agency contract or with whom they are working with as a customer.

19. Firearms: The Illinois Firearm Concealed Carry Act (430 ILCS 66/1 et. seq.) provides that private property owners have the right to prohibit persons with concealed carry permits from bringing firearms onto their property, subject to the requirements thereunder. Owner agrees that it has complete and full responsibility with respect to firearms on the Property and will follow all necessary legal requirements governing firearms on the Property. Owner further agrees that @properties has no duties and/or responsibilities with respect to firearms on the Property and agrees to fully indemnify @properties and the Indemnified Parties for any damages relating to firearms allowed on the Property by Owner.

20. General: All indemnities, limitations of liability, and waivers of claims herein by the parties hereto shall survive expiration or earlier termination of this Agreement. This Agreement (a) may not be amended, modified or terminated except by written instrument signed by all parties; and (b) shall be binding upon and inure to the benefits of the parties hereto and their respective executors, administrators, heirs, personal representatives, successors, grantees and assigns. This Agreement may be executed in multiple counterparts and Owner's signature hereon acknowledges that Owner has received a signed copy. Any party may sign a counterpart of this document by electronic means, and any counterpart so signed shall be deemed as an original. In the event Owner breaches this Agreement, Owner shall pay to @properties the Commission to compensate @properties for time, expenses and services rendered in marketing the Property. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

Owner Signature: [Signature]
Date: 11-5-13

Owner Signature: _____
Date: _____

Owner Name(s) (print): Philip Elmes
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: elmesltd@earthlink.net

Owner Name(s) (print): _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

At World Properties, LLC d/b/a @properties
Designated Agent Signature: [Signature]
Designated Agent Name (print): Zak Herman
Designated Agent MLS ID: 183271
Designated Agent Email: zakherman@atproperties.com

@properties Office: Greenview
Managing Broker Signature: _____
Managing Broker Name (print): _____
Date: _____

Attorney Name: _____
Firm: _____
Office Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

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AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Philip Elmes

From: @properties

Property: 7641 S. Drexel Ave. City: Chicago State: IL Zip: 60619

Date: November 5 2015

Thank you for selecting @properties to assist you in your sale or purchase.

This is to give you notice that @properties has a business relationship with Proper Title, LLC, a provider of settlement services for real estate transactions. We have established this relationship so that Proper Title, LLC can facilitate the closing of your transaction. Because @properties has an indirect 40% ownership interest in Proper Title, LLC, @properties' referral of Proper Title, LLC to you may provide @properties a financial or other benefit.

Set forth below is the estimated charge or range of charges for settlement services offered by Proper Title, LLC. You are NOT required to use Proper Title, LLC as a condition for your purchase or sale. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

PROPER TITLE, LLC - ESTIMATED CHARGES (actual costs may vary)

Title Insurance: \$1,525 (for up to \$200,000 in coverage) to \$3,125 (for \$1 million in coverage)

Endorsement Fees: \$175 per endorsement

Closing Fees: \$1,095 up to \$200,000 purchase price; \$1,375 up to \$550,000 purchase price; \$1,825 up to \$1 million

Other Processing Fees: \$3 to \$245 based on the type of closing

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURE

I/we have read this disclosure form, and understand that @properties is referring me/us to Proper Title, LLC and may receive a financial or other benefit as the result of this referral but that I/we are under no obligation to use Proper Title, LLC.

[signature]

[print name]

[signature]

[print name]

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LOT 36 IN BLOCK 54 IN CORNELL, SAID CORNELL BEING A SUBDIVISION IN SECTIONS 26 AND 35,
TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY,
ILLINOIS

7641 S Drexel Ave. Chicago, IL 60619

20-26-310-010-0000

Property of Cook County Clerk's Office