

Doc#: 1532416086 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

EXCLUSIVE LISTING AGREEMENT
FOR 6627 S. CARPENTER STREET,
CHICAGO, ILLINOIS 60621 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
1. Property:
Address: 6627 S. Carpenter St. Unit No: N/A
City: Cook , State: IL Zip: 60621 County: Cook
Parking Space No: Deeded: Assigned: (check one)
2. Price: \$ 75,000.00 ("List Price") The List Price shall include of vater heater, plumbing and electrical fixtures; washer/dryer, sump pumps; central heating and cooling; humidifying and
filtering equipment; fixed carpetiat; built-in or stand alone kitchen appliances, equipment, and cabinets; storm and screen windows and doors; attached shutters, window treatment hardwise, 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 one the date upon which the Agreement is fully executed and delivered. Upon expiration or termination, all obligations of both parties shall cease; provided, he vever, 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. Optoperties' Commission: In the event @properties produces sharper 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 sharl pay of gropperties a commission in the amount of six powerft(0%) of the purchase price ("Sale Commission") plus \$350 and \$5.00.

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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 LICENSIAL CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential informatica 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 aug jested 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 disclusive 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 Dial 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 real and understand this section and voluntarily consent to the Licensee acting as Dual Agent (that is, to represent BOTH Owner and the purchase portenant) should that become necessary.

Yes 🗸	No (check one)	(it	nitiai 1.eron
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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 agreeful (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 lockbox on the Property; and (c) conduct all negotiations for the sale of the Property through @properties and 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) Dwner is solely responsibility to safeguard all personal property at the Property; (b) @properties has no duty to safeguard personal property at the Property; and all claims relating to personal property at the Property is income or complete and holds @properties harmless for any and all claims relating to personal property at the Property is income or complete and relevant information necessary to market the property within fourteen (14) days after the date of the Agreement. Owner has received NO NOTICE of encropediment from any adjoining land owner. There are no outstanding notices of building code violations, dangerous conditions, defects, or material problems that Corner has failed to disclose. Owner shall comply with the Real Estate Settlement Procedures Act of 1974, as amended. If the Property is a condominium, with in affect (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 do

Owner Warrants The Following Information To Be True And Correct:

Permanent Index Number (s) 20-20-227-011	-0000		
	ोtizen Homestead Exemption (check applicable)		_
Current monthly assessment is \$ N/A and N/A	and includes: (check applicable) heat, he	ot water, electric, a	nir conditioning, gas
Special assessment \$ N/A	Lot size <u>25</u> x <u>125</u>		
Owner Initials			
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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) failture 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 outchaser; 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 his Agreement, including disputes as to the disposition of any earnest money deposit held by @properties. Owner agrees to safeguard and/or remove any aluable personal property in the premises (e.g., jewelry or artwork) and represents and warrants that it has personal property insurance on said personal propert, 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, wrmination of this Agreement.

- 12. Dispute Resolution: For purposes of reducing the rose 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 complete Illinois Residential Real Property Disclosure Report, Zoning Certificate, Heat Disclosure, Lead Paint Disclosure and Radon Disclosure forms, if applicable, with 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 disclosure: and from any potential claims that might result from their lists.
- 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 continuation 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 for the property of 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 guide/ines. (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, imitations of liability, and waivers of claims herein by the parties hereto shall survive expiration or earlier termination of this Agreement. This Agreement (1) in ay 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 partie. hereto and their respective executors, administrators, heirs, personal representatives, successors, grantees and assigns. This Agreement may be executed in any higher 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 exercions 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 executed in any other or further exercise thereof.

09	At World Properties, LLC d/b/a @properties
Owner Signature:	Designated Agent Signature :
Date: 5	Designated Agent Name (print): Zak Herman
Owner Signature:	Designated Agent MLS ID: 183271
Date:	Posignated Agent Email: zakherman@atproperties.com
Owner Name(s) (print): NDP, Inc. / Philip Elmes	@properties Cffice: Greenview
Address:	Managing Broker Signature:
City: State: Zip:	Managing Broker Nam's (print):
Phone:	Date:
Email: elmesItd@earthlink.net	' T' ₄
	Attorney Name:
Owner Name(s) (print):	Firm:
Address:	Office Address:
City: Zip: Zip:	City: State: Zip:
Phone:	Phone:
Email:	Email:

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AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: NDP, Inc. / Philip Elmes			
From: @properties			
Property: 6627 S Carpenter St. City: Chie	cago State: IL	Zip: 60621	
Date: November 5, 2015			
Thank you for selecting @properties to assist you in	your sale or purchase.		
This is to give you notice that @proverces has a transactions. We have established this relationship an indirect 40% ownership interest in Proper 17.e, other benefit.	co that Proper Lifle (ean tacilitate the closing of your	Hallsacholl, Decause (aproperties has
Set forth below is the estimated charge or range of c Title, LLC as a condition for your purchase or sale. WITH SIMILAR SERVICES. YOU ARE FREE TO AND THE BEST RATE FOR THESE SERVICES.	O SHOP ALOUND TO D	ILY OTHER SETTLEMENTS	DEKAICE LKOAIDEKS WANTENDER
PROPER TITLE, LLC - ESTIMATED CHARGES	(actual costs may vary)	/	
<u>Title Insurance</u> : \$1,525 (for up to \$200,000 in cover Endorsement Fees: \$175 per endorsement Closing Fees: \$1,095 up to \$200,000 purchase price Other Processing Fees: \$3 to \$245 based on the type	e; \$1,375 up to \$550,000 pt	'	illion
ACKNOWLEDGMENT OF RECEIPT OF DISCLO		74	
I/we have read this disclosure form, and understand benefit as the result of this referral but that I/we are	nd that @properties is refe under no obligation to use	rring me/us to Proper Title L. Proper Title, LLC.	C and may receive a financial or other
[signature] [s	signature]		CO
DELMES			
[print name]	print name]		

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LOT 11 IN BLOCK 16 IN WEDDELL AND COX'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

527 S. Carpen.
20-20-227-011-0000
Clark's Office