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Document Preparer:

Big Homes LLC
1658 N. Milwaukee Ave
Suite 502
Chicago, IL 60647



1833218039

Doc# 1833218039 Fee \$58.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/28/2018 02:03 PM PG: 1 OF 11

Legal Description:

LOT 111 AND THE EAST HALF OF LOT 110 IN THE SUBDIVISION OF THE NORTH HALF OF THE WEST ONE-THIRD OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED SEPTEMBER 9, 1889, AS DOCUMENT 1153511, IN COOK COUNTY, ILLINOIS

PIN:

13-35-204-027-0000

Property Address:

3522 W Belden Ave, Chicago, IL 60647

Property of Cook County Clerk's Office

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ASSIGNMENT FEE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between BIG HOMES LLC (hereinafter "Assignor") and POINT B PROPERTIES LLC (hereinafter "Assignee") and collectively ("Parties")

RECITALS

WHEREAS, Assignor executed a Residential Real Estate Purchase and Sale Contract as Purchaser with Conrad Pokorny ("Seller") dated August 9th, 2018 and accepted on or about August 9th, 2018 ("Contract") for the Property located at 3522 W Belden Ave, Chicago, IL 60647 ("Property").

WHEREAS, Assignor desires to assign his interest in the Contract to Assignee under the terms set forth therein.

WHEREAS, the assignment of the Contract would not violate any terms of the Contract.

WHEREAS, the Parties desire to enter into this Agreement pursuant to the terms and provisions set forth herein.

WHEREAS, the parties have had an adequate opportunity to consult legal counsel, and otherwise, fully understand the terms and conditions provided for, and freely and voluntarily enter into this Assignment Fee Agreement.

NOW THEREFORE, in consideration of the above premises and mutual covenants contained herein, the parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are hereby incorporated herein.
2. **ASSIGNMENT.** Assignor hereby assigns all right, title and interest as Purchaser in the Contract, for the Property upon payment of the Assignment Price by POINT B to Assignor.
3. **CONTRACT SALES PRICE.** The residential Real Estate Purchase and Sale Contract sales price is \$156,000.
4. **ASSIGNMENT PRICE.** Assignee shall pay Assignor the sum of \$27,000 (the "Assignment Fee") as consideration for this Assignment, with \$2,500 Earnest Money being tendered to the Seller's attorney contemporaneously with the execution of this Assignment, and the remaining \$24,500 to be paid at or prior to closing. If the Seller defaults, the Assignee's obligation to pay the \$2,500 is terminated. However, the Assignee shall assign its rights under the Contract to the Assignor to enforce the Contract and proceed against the Seller for the default.

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5. **CLOSING DATE.** Assignee hereby agrees to a closing date on or before September 30st, 2018.
6. **DUE DILIGENCE.** Upon execution of this Agreement, Assignor shall tender the Contract and any and all documents received by Seller and generated by Assignor with respect to the purchase and sale of the Property to Assignee (the "Due Diligence Documents"). Assignee shall have two (2) business days to review the Due Diligence Documents (the "Contingency Period"). If Assignee delivers notice of termination of this Agreement prior to the expiration of the Contingency Period, Assignor shall return to Assignee the Earnest Money, as set forth below, and any amounts paid to Assignor.
7. **POST-CLOSING POSSESSION.** Upon closing, Assignor will handle all communication with regards to the existing tenant in the property being re-located and the property being delivered vacant to Assignee. At closing, Assignee will pay \$10,000 of the Assignment Fee to the Assignor, and the remaining amount of \$17,000 will be held by the Title Company in an escrow account. The Assignment Fee shall be reduced by \$100 for every day after closing that possession of the Property in vacant condition is not delivered to Assignee. The balance of the Assignment Fee shall be released to Assignor when the property is delivered vacant to the Assignee; the aforesaid balance shall not be released without the written approval of Assignee. If eviction proceedings are necessary, Assignor will be responsible for those expenses. In the event that possession of the Property shall not be delivered in vacant condition to Assignee one hundred seventy (170) days from the closing date, Assignee shall have the option to terminate Assignor from any action in connection with the removal of the tenant. In such case, Assignor shall remain obligated for any costs and fees associated with the eviction of the tenant.
8. **NOTICE TO SELLER.** Upon expiration of this Agreement's Contingency Period, the Assignor shall submit the Notice of Assignment to the Seller.
9. **ACCEPTANCE OF ASSIGNMENT.** Subject to the conditions set forth herein, the Assignee hereby accepts such assignment and agrees to perform all covenants, conditions, and obligations under said Contract and agrees to defend, indemnify, and hold Assignor harmless from any liability or obligation under said Contract. Assignee further agrees to hold Assignor harmless from any deficiency or defect in the legality or enforceability of the terms of said Contract. Assignee agrees and understands that Assignor is not acting as a real estate broker or agent in this transaction and is not representing either party, but rather is acting as a principal in selling his interest in the above-referenced Contract to Assignee. Notwithstanding the foregoing, Assignor agrees to defend, indemnify, and hold Assignee harmless from any claim Seller may have against Assignee arising out of or in connection with this Agreement.
10. **AS/IS CONDITION.** This Contract is for the sale and purchase of the Property in "As Is" condition as of the Contract dated August 9th, 2018 and accepted August 9th, 2018. Assignee acknowledges that no representations, warranties or guarantees

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with respect to the condition of the Real Estate have been made by Assignor. Assignee shall indemnify Assignor and hold Assignor harmless from any issue related to the condition of the Property. The Assignee has had an ample opportunity to review the Contract and the Property and waives any further rights under the inspection provisions of the Contract.

11. **BROKER COMMISSION.** Assignee shall be entitled to receive a broker's commission equal to 2.5% of the purchase price of the property. Commission to be added to assignment fee if not afforded by the listing agreement or the Contract for the Property.
12. **ATTORNEY REVIEW.** Both parties have had an opportunity for their respective attorneys to review this Agreement and are entering into this Agreement voluntarily and the Attorney Approval provisions of the Contract are deemed satisfied.
13. **TITLE AND OTHER CONTINGENCIES.** The Assignee shall have the opportunity to conduct an attorney review with the Seller after this Assignment is executed and the opportunity to review title. If the Assignee chooses to terminate this Agreement during the attorney review, then the Assignee must provide notice to the Assignor of his intent to do so, and upon written request of the Assignor, at the Assignor's sole discretion, the Assignee shall assign the Contract back to the Assignor prior to the expiration of the attorney review period.
14. **GOVERNING LAW.** This Agreement will be governed by and subject to the exclusive jurisdiction of the courts of the State of Illinois, County of Cook.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and may be modified only by an agreement in writing signed by the other party.
16. **LITIGATION COSTS.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party all fees, costs and attorney's fees incurred by the prevailing party in said litigation.
17. **WAIVERS.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. A waiver by either of the Parties of any of the covenants, conditions or agreements to be performed by the other hereunder shall not be construed to be a waiver of any succeeding breach thereof.
18. **SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

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Point B Properties LLC



By: Robert Linn, Manager

Date: 09 / 05 / 2018

BIG Homes LLC



Date: 09/05/2018

By Zach Shepard, Member

Property of Cook County Clerk's Office

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Audit Trail

TITLE	3522 W. Belden Assignment Fee Contract
FILE NAME	Assignment Fee Ag...dlined.9.5.18.pdf
DOCUMENT ID	ccd04db01d48020e40a4c870fa30174500311853
STATUS	• Completed

Document History



09/06/2018
00:37:27 UTC

Signed by Robert Linn (robert@pointbproperties.com)
IP: 157.130.97.242



09/06/2018
00:37:30 UTC

Sent for signature to Zach Shepard (zach@braddockinv.com)
from robert@pointbproperties.com
IP: 157.130.97.242



09/06/2018
00:49:54 UTC

Viewed by Zach Shepard (zach@braddockinv.com)
IP: 73.211.101.157



09/06/2018
00:50:54 UTC

Signed by Zach Shepard (zach@braddockinv.com)
IP: 73.211.101.157



COMPLETED

09/06/2018
00:50:54 UTC

The document has been completed.

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ASSIGNMENT FEE AGREEMENT TERMINATION

The undersigned hereby terminate the prior assignment fee agreement in connection with 3522 W. Belden, Chicago, Illinois by and between BIG HOMES LLC (hereinafter "Assignor") and POINT B PROPERTIES, LLC (hereinafter "Assignee") and collectively ("Parties")

POINT B PROPERTIES, LLC

By: _____ Date: _____

BIG Homes LLC.

DocuSigned by:
Zach Shepard Date: 10/15/2018
By Zach Shepard, Member

Property of Cook County Clerk's Office

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ASSIGNMENT FEE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between BIG HOMES LLC (hereinafter "Assignor") and LEEWARD LLC (hereinafter "Assignee") and collectively ("Parties")

RECITALS

WHEREAS, Assignor executed a Residential Real Estate Purchase and Sale Contract as Purchaser with Conrad Pokorny ("Seller") dated August 9th, 2018 and accepted on or about August 9th, 2018 ("Contract") for the Property located at 3522 W Belden Ave, Chicago, IL 60647 ("Property").

WHEREAS, Assignor desires to assign his interest in the Contract to Assignee under the terms set forth therein.

WHEREAS, the assignment of the Contract would not violate any terms of the Contract.

WHEREAS, the Parties desire to enter into this Agreement pursuant to the terms and provisions set forth herein.

WHEREAS, the parties have had an adequate opportunity to consult legal counsel, and otherwise, fully understand the terms and conditions provided for, and freely and voluntarily enter into this Assignment Fee Agreement.

NOW THEREFORE, in consideration of the above premises and mutual covenants contained herein, the parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are hereby incorporated herein.
2. **ASSIGNMENT.** Assignor hereby assigns all right, title and interest as Purchaser in the Contract, for the Property upon payment of the Assignment Price by POINT B to Assignor.
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8. NOTICE TO SELLER. Upon expiration of this Agreement's Contingency Period, the Assignor shall submit the Notice of Assignment to the Seller.
9. ACCEPTANCE OF ASSIGNMENT. Subject to the conditions set forth herein, the Assignee hereby accepts such assignment and agrees to perform all covenants, conditions, and obligations under said Contract and agrees to defend, indemnify, and hold Assignor harmless from any liability or obligation under said Contract. Assignee further agrees to hold Assignor harmless from any deficiency or defect in the legality or enforceability of the terms of said Contract. Assignee agrees and understands that Assignor is not acting as a real estate broker or agent in this transaction and is not representing either party, but rather is acting as a principal in selling his interest in the above-referenced Contract to Assignee. Notwithstanding the foregoing, Assignor agrees to defend, indemnify, and hold Assignee harmless from any claim Seller may have against Assignee arising out of or in connection with this Agreement.
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14. **GOVERNING LAW.** This Agreement will be governed by and subject to the exclusive jurisdiction of the courts of the State of Illinois, County of Cook.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and may be modified only by an agreement in writing signed by the other party.
16. **LITIGATION COSTS.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party all fees, costs and attorney's fees incurred by the prevailing party in said litigation.
17. **WAIVERS.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. A waiver by either of the Parties of any of the covenants, conditions or agreements to be performed by the other hereunder shall not be construed to be a waiver of any succeeding breach thereof.
18. **SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

AFFIDAVIT FOR RECORDER'S LABELING OF SIGNATURES AS COPIES

REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013

I Zach Shepard, being duly sworn, state that I have access to the copies of the attached
(print name above)

document(s), for which I am listing the type(s) of document(s) below:

Assignment For Deed

(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

Point B Properties / Leonard LLC / Robert Lim
(print name(s) of executor/grantor)

Big House LLC / Zach Shepard
(print name(s) of executor/grantee)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

Private

(print your relationship to the document(s) on the above line)

OATH REGARDING ORIGINAL

I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

[Signature]

Affiant's Signature Above

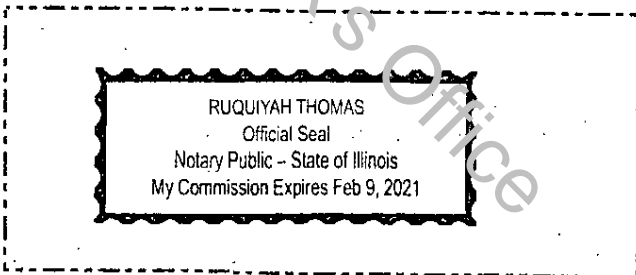
11/28/18

Date Affidavit Executed/Signed

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

November 28, 2018
Date Document Subscribed & Sworn Before Me

[Signature]
Signature of Notary Public



SPECIAL NOTE: This is a courtesy form from the CCRD, and while a similar affidavit is necessary for photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document. Additionally, any customer seeking to record a facsimile or other photographic or photostatic copy of a signature of parties who had executed such a document has the option to include this Affidavit in the recording, at their own expense if such expense is incurred, as an "EXHIBIT" and NOT the coverpage. However, this affidavit is NOT required to be recorded, only presented to the CCRD as the necessary proof required before the recorder may record such a document. Finally, the recorded document WILL be stamped/labeled as a copy by the CCRD prior to its recording.