NOTICE OF INTEREST

Doc# 2326557033 Fee \$93.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/22/2023 03:46 PM PG: 1 OF 16

STATE OF ILLINOIS

)SS

COUNTY OF COOK

Above Space for Recorder's use only

POTICE is hereby given to MICHIGAN AVENUE REAL ESTATE GROUP and MADISON RACINE PARTNERS LLC, (the "MICHIGAN AVENUE" parties) by VIKTOR JAKOVLJEVIC, individually, ("JAKOVLJEVIC") of his interest in the following properties:

Sub-Lot 5 of Assessor's Division of Lot 1 in Block 3 in Canal Trustee's Subdivision of the West 1/2 and the West 1/2 of the Northeast 1/4 of Section 17, Township 39 North, Range 14; East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 1215 West Madison Street, Chicago, IL

PIN: 17-17-105-012-0000

pursuant to the terms and conditions of a certain Fee Agreement attached hereto as Exhibit A.

VIKTOR JAKOVLJEVIC

By: Viktor Jakovijevic

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UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Aaron Spivack a notary public in and for the county in the state aforesaid, do hereby certify that VIKTOR JAKOVLJEVIC, individually and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 22day of September 2023.

AARON SPIVACK
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 22, 2024

Notary Public

This document was prepared by after recording should be mailed to:
Law Offices of Aaron Spivack, 566 W. Lake Street, Lower Level, Chicago, IL 60661

Execution Version

FEE AGREEMENT

This Fee Agreement (the "Agreement") is entered into as of May , 2018 (the "Effective Date") by Viktor Jakovljevic ("Jakovljevic"), an Illinois resident, on the one hand, and 1601-1617 West Warren Land, LLC, a Delaware limited liability company, 1223 West Jackson Land, LLC, a Delaware limited liability company, Madison Throop, LLC, a Delaware limited liability company, Wells Place Land, LLC, a Delaware limited liability company, 1050-1060 West Monroe Land, LLC, a Delaware limited liability company, Ashland Place Land, LLC, a Delaware limited liability company, Madison Racine Partners, LLC, a Delaware limited liability company, Adams Laflin Place Land, LLC, a Delaware limited liability company, and Forest Park-River Forest Land, LLC (each "Granting Entity" and collectively the "Granting Entities"), on the other hand. The parties hereto are sometimes referred to as the Parties, and each as a Party.

RECITALS

- A. The Granting Entities own or owned interests in certain residential real estate developments (the "Developments"), each listed on Exhibit A hereto.
- B. Jakovljevic has provided services to the Granting Entities, including services provided individually or through a business entity, with respect to each of the Developments.
- C. Each Granting Entity wishes to grant to Jakovljevic, and Jakovljevic wishes to accept from each Granting Entity, a fee pavable solely from the proceeds of the disposition or valuation of each of the respective Developments, all subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the reutual covenants and agreements contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals

All statements set forth in the recitals above are a part of this Agreement.

2. Fee Arrangement

A. Subject to the terms of this Agreement, each Granting Entity shall pay Jakovljevic a disposition fee calculated as a percentage of the sum of (i) gross proceeds of the Scie of the respective Development owned by such Granting Entity, minus (ii) closing and transaction costs associated with such Sale (a "Disposition Fee"), using the percentage specified in Exhibit A hereto. Each Disposition Fee shall be payable only if there is, and in the event of, a Sale (defined herein) of a Development by the owning Granting Entity and only from net cash proceeds of such Sale in fact received (if any), and shall be paid within five (5) business days after closing of such Sale or receipt of cash proceeds therefrom, whichever is later; provided, however, each Granting Entity may elect, in its sole and absolute discretion, to accelerate the payment of the Disposition Fee in whole or in part. Each Disposition Fee shall be subordinate and subject to repayments of

indebtedness relating to the Development and payment of all expenses and costs incident to such Sale. For the avoidance of doubt, each Disposition Fee shall be calculated by applying the percentage set forth on Exhibit A hereto to the sum of (i) gross proceeds of the applicable Sale (i.e., the sale price), minus (ii) closing and transaction costs associated with such Sale; but if the net proceeds from a Sale are less than the Disposition Fee applicable to such Sale, the Disposition Fee shall be equal to the net proceeds of the Sale.

- In the alternative to Section 2(A), also subject to the terms of this Agreement, and in each Granting Entity's sole and exclusive discretion, a Granting Entity may notify Jakovljevic that, in lieu of paying a Disposition Fee, such Granting Entity will instead pay Jakovljevic a fee calculated with reference to the appraised value of such Granting Entity's Development (a "Valuation Fee"), using the percentage set forth on Exhibit A hereto. If a Granting Entity elects, in its sole discretion, to pay a Valuation Fee in lieu of a Disposition Fee, such Granting Entity will notify Jakovijevic of that election in writing and shall pay Jakovijevic the Valuation Fee no later than ninety (90) days after delivering such notice. For the avoidance of doubt, each Valuation Fee shall be calculated by applying the percentage set forth on Exhibit A hereto to the gross value of the applicable Development as set forth in the relevant appraisal. This Agreement does not obligate any Granting Entity to have any Development appraised, and the fact of an appraisal does not obligate any Granting Entity to additionally elect to pay a Valuation Fee for such Development. Furthermore, if any Granting Entity elects to undertake an appraisal but does not elect to pay a Valuation Fee based on such appraisal cuch Granting Entity is not obligated to share such appraisal with Jakovljevic; and, if any Granting Entry does share an appraisal with Jakovljevic, Jakovljevic shall maintain such appraisal in confidence and shall not share or discuss such appraisal with anyone other than the Granting Entity delivering it.
- C. Exhibit A may be modified to add additional Developments for which Jakovljevic shall receive a fee subject to the terms of this Agreement, reovided, no Development shall be added to Exhibit A unless both Jakovljevic and the owner(s) of the Development agree to be bound by the terms of this Agreement with respect to such Development in a signed writing in the form of Exhibit B hereto, in which case such owner(s) shall become Granting Entities hereunder as of the date of such signed writing. Exhibit A may also be modified to remove Developments if Jakovljevic and the relevant Granting Entity/ies agree to the same in writing.
- D. Jakovljevic shall be entitled to no more than one fee per Development. Payment of a Valuation Fee for a particular Development extinguishes Jakovljevic's right to receive a Disposition Fee for such Development, and vice-versa. Furthermore, Jakovljevic's right to receive any fee in connection with any Development is subject to the terms of this Agreement, including without limitation Section 2(G) hereof.
- E. Jakovljevic shall have no rights with respect to any decision to sell or not sell a Development or any provision of any sale, including any rights regarding the timing, price or terms of any Sale. Jakovljevic additionally shall have no rights with respect to any decision to have a Development appraised, including any rights regarding the timing, price or terms of any appraisal. As between the Parties, each Granting Entity has and retains the sole exclusive right to determine how to operate each Development; whether, when and under what terms and conditions to enter into contracts relating to each Development; and whether, when and under what terms and

conditions to undertake a Sale or appraisal. Jakovljevic shall not be entitled to complain about the fact (or absence), timing, or terms (including price) of any Sale or appraisal. The Parties further acknowledge and agree that neither Jakovljevic nor any entity in which Jakovljevic holds an interest (each, including its direct or indirect parents, affiliates, and subsidiaries, and the principals and agents of the same, a "VJ Entity") has, through operation of this Agreement or otherwise, any legal, equitable or other interest in any of the Developments or the Granting Entities.

- F. Jakovljevic shall not be entitled to any compensation or reimbursement of expenses relating to any Development, or the construction, operation or maintenance of the same, other than as described in this Agreement and any other applicable written leasing or general contracting agreements as signed by the applicable Granting Entity/ies.
- G. Jakovljevic's right to receive any Disposition Fee or Valuation Fee is contingent upon each of the following: (1) neither Jakovljevic nor any VJ Entity committing fraud against any Granting Entity and/or any of its direct or indirect parents, affiliates, or subsidiaries at any time prior to payment of a Disposition Fee or Valuation Fee; (2) neither Jakovljevic nor any VJ Entity engaging in Competition (as defined herein) prior to the Competition Date (as defined herein); (3) at all times following the date of this Agreement and prior to a Sale of any Granting Entity's respective Development, Jakovljevic, directly or through a VJ Entity or a subcontractor of Jakovljevic acceptable to the aspective Granting Entity, performing maintenance and repair services for such Development at the prevailing market rates within a reasonable time after a Granting Entity's request for the same, and (4) neither Jakovljevic nor any VJ Entity committing gross negligence or fraud in the construction or maintenance of any Development.
- H. Should any individual or entity, other than Jakovljevic (individually and not in a representative capacity), bring a claim against any Garting Entity and/or its principals, agents, or direct or indirect owners (the "Indemnified Parties") relating to an Disposition Fee, a Valuation Fee, any other provision of this Agreement—or relating to any services rendered or goods provided with respect to any Development, if brought by reason of employment by, association with, or ownership of any company or entity in which Jakovljevic was also an owner—at any time (each, a "Claim"), Jakovljevic shall indemnify and hold harmless the Indemnified Parties from and against such Claim, including payment of the Indemnified Parties' atto ney fees, costs, damages and other expenses relating to such Claim. Each Granting Entity has the right, but not the obligation, to set off any amounts owed to such Granting Entity, or to any other Granting Entity pursuant to this section, against each Disposition Fee or Valuation Fee here are owed to Jakovljevic. The Parties further agree that this indemnification and right of setoff and extend to the payment made by Madison Aberdeen Partners, LLC to Vivify Construction, LLC on or about March 28, 2017 as if such payment were a Disposition Fee subject to the terms of this Agreement.
- I. The Parties acknowledge and agree that each Granting Entity's obligations and liabilities under this Agreement are several from the obligations and liabilities of the other Granting Entities hereunder, and no Granting Entity is responsible for, or has any obligation to make or guarantee, any payments applicable or pertaining to a Development owned by any other Granting Entity.

- J. In the event of any conflict between the express terms of this Agreement and Exhibit A hereto, the express terms of this Agreement shall control.
- K. Notwithstanding anything to the contrary herein, the respective obligations of 1050-1060 West Monroe Land, LLC, Ashland Place Land, LLC, Madison Racine Partners, LLC, Adams Laslin Place Land, LLC, and Forest Park-River Forest Land, LLC to pay a Disposition Fee relating to the Development owned by each are further contingent upon such Development both (1) being completed within budget and (2) receiving a certificate of occupancy.

3. **Definitions**

- A. The term "Sale" shall mean a transaction in which a Granting Entity sells, assigns, transfers or otherwise disposes of a Development, for cash consideration, to one or more individuals or cotities that are not such Granting Entity's direct or indirect parents, affiliates, or subsidiaries. For the avoidance of doubt, a sale, assignment, transfer or disposition of an interest in a Granting Entity or in any entity holding an interest in a Granting Entity, shall not constitute a Sale unless 100% of the interests in such Granting Entity are sold, assigned, transferred or otherwise disposed of to one or more individuals or entities that are not such Granting Entity's direct or indirect parents, affiliates, or subsidiaries, and none of a foreclosure, deed in lieu of foreclosure, conveyance in full or partial satisfaction of indebtedness, or similar transaction shall constitute a Sale.
- B. The term "Competition" shall mean and include performance of professional services—whether construction, management, leasing, maintenance, repair, or other services—anywhere in the continental United States for any individual or entity other than (1) a Granting Entity, (2) a Granting Entity's direct or indirect parents, affiliates, or subsidiaries, (3) those individuals or entities as to whom the foregoing entities, in their sole and absolute discretion, grant prior written consent after receipt of Jakovljevic's written request for the same (which written permission shall not constitute the writing contemplated by Section 3(C) hereof), or (4) with respect to properties owned by Jakovljevic or a VJ Entity as of its date of this Agreement.
- C. The term "Competition Date" shall mean the earlier to occur of (1) the date on which all Granting Entities, in their sole and absolute discretion, give (or lave previously given) written notice to Jakovljevic that the Competition Date has occurred (which shall not include, inter alia, permission to provide services granted pursuant to Section 3(B) hereof); or (2) the end of the last day of the twelfth full month after the later of (y) the last active project in respect of which Jakovljevic or a VJ Entity performs services for a Granting Entity its direct or indirect parents, affiliates, or subsidiaries receives a Certificate of Occupancy or (z) the latest offer by any Granting Entity or its direct or indirect parents, affiliates, or subsidiaries to Jakovljevic or a VJ Entity to perform services for a new project, the terms of which offer are generally consistent with terms applicable to similar services previously performed by Jakovljevic or a VJ Entity for a Granting Entity or its direct or indirect parents, affiliates or subsidiaries.

4. Additional Terms

- A. Each Party to this Agreement shall bear its own costs and attorneys' fees incurred in connection with its negotiation of, and entry into, this Agreement.
- B. This Agreement shall be governed and construed under the substantive laws of the State of Illinois, without regard to their conflicts of laws provisions.
- C. Any dispute relating to this Agreement shall be submitted to binding and confidential JAMS arbitration using one arbitrator and the JAMS Streamlined Arbitration Rules and Procedures in Chicago, Illinois. If the parties to such dispute are unable to select a mutually-agreeable arbitrator to oversee their dispute within 30 days of submission of the dispute to JAMS, each Party shell select one arbitrator (the "Selecting Arbitrators") within 30 days of submission of the dispute to JAMS, and the two Selecting Arbitrators shall select a mutually-agreeable arbitrator to oversee and resolve the Parties' dispute within 10 days after selection of the Selecting Arbitrators (after which time the Selecting Arbitrators shall no longer be involved with the arbitration). The prevailing party in any such dispute shall be entitled to reimbursement by the other party of its costs and expenses, including reasonable attorneys' fees.
- D. In making this Agreement, no Party is relying upon any warranty, representation, or promise, oral or otherwise, express or implied, made by any other Party, or any other Party's attorney, that is not expressly set form in this Agreement. This Agreement constitutes an integration of the entire understanding and agreement of the Parties with respect to its subject matter. Any representations, warranties, premises or conditions, whether written or oral, not specifically and expressly incorporated in this Agreement, are not binding on any of the Parties. All prior discussions and writings, insofar as they pertain to the subject matter of this Agreement, have been, and are, merged and integrated into, and are superseded by, this Agreement. If the facts with respect to which this Agreement is executed are later found to be different from what the Parties now believe those facts to be, each Party expressly a scepts and assumes the risk of such possible differences and agrees that this Agreement will remain. Rective notwithstanding such differences.
- E. No provision of this Agreement may be waived unless such waiver is in writing and signed by each Party. Waiver of any one provision is not a waiver of any oner provision. This Agreement may be modified or amended only by a written agreement executed by a^1 , of the Parties.
- F. Sections, paragraphs, titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions. Each Party has cooperated in the drafting and preparation of this Agreement and, therefore, this Agreement may not be construed against any Party on the ground that such Party drafted the Agreement.
- G. Where required, written notice may be delivered via hard copy or electronically (e.g., email), and shall be delivered to the parties as follows:

If to Jakovljevic:

Viktor Jakovljevic 1400 Park Street River Forest, IL 60305 hollvik@aol.com

With a copy (which shall not constitute notice) to:

AARON SPIVACK LAW OFFICES OF AARON SPIVACK 556 WEST LACK ST. LOWER 1 Chicago, IL 60661 LAURASPIVACK, COM

If to any Graning Entity:

[Granting Entity's name] c/o Michigan Avenue Real Estate Group Attn: Tom Meador 1259 West Madison Street Chicago, IL 60607 tmeador@michavegroup.com

With copies (which shall not constitute rutize) to:

[Granting Entity's name] c/o Michigan Avenue Real Estate Group Attn: Tim Lyons 1259 West Madison Street Chicago, IL 60607 tlyons@michavegroup.com

Trevor K. Scheetz Sperling & Slater, P.C. 55 West Monroe Street, Suite 3200 Chicago, IL 60603 tscheetz@sperling-law.com

o.

Office Jakovljevic may not assign his rights or delegate his duties arising from this H. Agreement without the prior written consent of each applicable Granting Entity, and any attempt to assign any portion of an interest in this Agreement without obtaining such prior written consent shall be null and void ab initio; provided, however, Jakovljevic may assign, transfer or dispose of his right(s) to receive payment(s) hereunder to a living trust, so long as he remains its sole and exclusive trustee, or to a testamentary trust established for the benefit of his spouse and/or lineal descendants. Each Granting Entity may assign its rights and delegate its duties arising from this Agreement in its sole discretion, and may refuse a proposed assignment by Jakovljevic in its sole

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and absolute discretion. Subject to the foregoing, this Agreement is binding on and enforceable against the Parties and their respective successors, assigns, heirs and personal representatives.

- L The Parties affirm that they have not sold, assigned, conveyed or otherwise disposed of any rights, claims or demands, or delegated any duties, involving a matter in any way related to the events, disputes or subject matter of this Agreement or any other agreement among or between Jakovljevic (individually or through a VJ Entity) and any Granting Entity.
- All persons signing this Agreement warrant and represent that they have authority J. to sign on behalf of the persons or entities they represent and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation of each such person or entity.
- This Agreement does not, and should not be construed or interpreted to, create an agency or employment relationship between the Parties hereto, through operation of this Agreement or otherwise, and the Parties hereto expressly disclaim all such relationships. The Parties further acknowledge and agree that all services heretofore and hereafter rendered by Jakovljevic to each Graning Entity and its direct or indirect parents, affiliates, or subsidiaries, have been and are rendered as an independent contractor and in no other capacity.
- No person or entity and a party to this Agreement shall derive any rights on account of this Agreement, other than persons and entities expressly stated in this Agreement to be benefitted by the provisions hereof (which includes persons and entities to be benefitted by the waiver and indemnification provisions of this Agreement).
- be executed in ginal signatures.

 [signature pages follow] This Agreement may be executed in counterparts. Scanned or facsimile signatures have the same force and effect as original signatures.

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IN WITNESS WHEREOF, the Parties have executed this Fee Agreement effective as of the date set forth above.

1601-1617 WEST WARREN LAND, LLC

By: BJT Investments, LLC, its Managing Member
By: Mr. & Meder
Its: MANAGER
1223 WEST JACKSON LAND, LLC
By: B&T Macager, LLC, its Managing Member
By: Var 9 Miller
Its: MANNIOGA
MADISON THROOP, LLC
By: B&T Manager, LLC, its Managing Member
By: NEW WILL
its: MANAGEZ
WELLS PLACE LAND, LLC
By: B&T Manager, LLC, its Managing Member
By: Mu & Meder
By: MMAGEN 1050-1060 WEST MONROE LAND, LLC
4050 4040 WHOM MONDON A AND AND
1050-1060 WEST MONROE LAND, LLC
By: B&T Manager, LLC, its Managing Member
By: B&T Manager, LLC, its Managing Member By: Manager Manag
its: MMMG ch
ASHLAND PLACE LAND, LLC
By: B&T Manager, LLC, its Managing Member
Mr & Men

MMAGEN

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County Clark's Office

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MADISON RACINE PARTNERS, LLC

By: B&T Manager, LLC, its Managing Member

Dy:

Its: NIMACEA

ADAMS LAFLIN PLACE LAND, LLC

By: B&T Manager, LLC, its Managing Member

By:

Its:

FOREST PARK-KIVER FOREST LAND, LLC

By: B&T Manager, LLC, its Managing Member

By:

Its:

VIKTOB JAKOVI JRVIC

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EXHIBIT A

List of Developments with Ownership

Development	Owner	Fee*
1609 W. Warren Place	1601-1617 West Warren Land, LLC	2%
1241-45 W. Jackson Place	1223 West Jackson Land, LLC	1%
1247-49 W. Madison Place	Madison Throop, LLC	1%
837-39 S. Wells Place	Wells Place Land, LLC	1%
1040 W. Monroe / 35 S. Aberdeen Place	1050-1060 West Monroe Land, LLC	2%
33 S As land Place	Ashland Place Land, LLC	2%
1215 W Madison Place	Madison Racine Partners, LLC	2%
1500 W. Admas Place	Adams Laflin Place Land, LLC	2%
7654 W. Madis . a	Forest Park-River Forest Land, LLC	2%

^{*} As described in Section 2 of the Agreement, percentage fees are calculated with reference to (1) for a Disposition Fee, the sun of (i) the gross proceeds of the Sale of the respective Development, minus (ii) closing and transaction costs associated with such Sale; and (2) for a Valuation Fee, the appraised value of the Development.

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EXHIBIT B

Form of Amendment to Exhibit A

The Parties hereto	, the owner of the real estate devel	lopment located a
and commonly known as	, having units (the "New D	evelopment"); and
Viktor Jakovljevic, an Illinois resident wh	no served, directly or through a busines	ss entity, as general
contractor for the construction of the New	Development—hereby agree that the	New Development
may be added to Exhibit A to that cer	rtain Fee Agreement effective	, 2018 (the
"Agreement"). The New Development w	rill become subject to all the terms and	d conditions of the
Agreement as of the date of the last signa		
Accepted and agreed:	7-Co,	
Viktor Jakovljevic	Narae.	
Dated:	Title:	
	Company:	
	Development:	
	Its:	$O_{i_{S_{c}}}$
	Dated:	100

Law Offices of Aaron Spivack

From:	David Nick < David@vivityconstruction.com>
Sent:	Tuesday, January 19, 2021 3:45 PM
To:	Law Offices of Aaron Spivack; Viktor Jakovljevic
Subject:	Re: Fee Agreement Cancellation (Disposition agreement)
Attachments:	104 Laflin- executed disposition fee agreement_000063.pdf
Aaron,	
Please note the current project	located at 104 S. Laflin is included in this agreement.
David Nick	
(312) 420-8826	
david@vivifyconstruction.com	
	A
*** PLEASE SAVE MY NEW EMA	'C ADDRESS ***
•	Ox
On Tue, Jan 19, 2021 at 3:38 PM	David Nick <u>vavid@vivifyconstruction.com</u> > wrote:
Aaron,	
Attached is the disposition fee	agreement that is referenced in the letter from Tom Meador
David Nick	AIL ADDRESS *** r@vivifyconstruction.com> PM Cancellation vivifyconstruction.com>
(312) 420-8826	
david@vivifyconstruction.com	
	4h.
*** PLEASE SAVE MY NEW EMA	AIL ADDRESS ***
Forwarded message	
From: Viktor Jakovljevic <vikto< th=""><th>r@vivifyconstruction.com></th></vikto<>	r@vivifyconstruction.com>
Date: Tue, Jan 19, 2021 at 3:04	PM Ta
Subject: Fwd: Fee Agreement C	ancellation
To: David Nick- Vivify < david@v	<u>rivifyconstruction.com</u> >
Call me	Cancellation vivifyconstruction.com>
Francisco de la company	
Forwarded message	
From: Tom Meador < tom@mar	
Date: Tue, Jan 19, 2021 at 2:31 Subject: Fee Agreement Cancel	
To: Viktor Jakovljevic < Viktor@	
CC: Law Offices of Aaron Spivac	
The same difficult of majori approx	
a ut	
Viktor,	

UNOFFICIAL COPY
Attached is the letter cancelling the non-compete and the fee agreement. I also sent you and Aaron hard copies in the mail. This is what we discussed yesterday that is a step we need to take given that the level of development activity is most likely going to be diminished for a good while.

Tom

Tom Meador

President & CEO

1259 West Madison Street

Chicago, Il 60607

312-248-8397(Direct)

312-888-2672 (Fax)

847-212-3781 (Mobile)

Serify Of Coot County Clert's Office Michigan Avenue Real Estate Group

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AFFIDAVIT FOR CLERK'S LABELING OF SIGNATURES AS COPIES

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

AARON SPINACK 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:

Notice of Interest

(print document types on the above line)

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

Michigan avenus Real Estate 65 ay
(print name s) of executor/grantor)

(print name(s) of executor/grantee)

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

CATTOR NEW

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

OATH RECARDING 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 nave personal knowledge that the foregoing oath statement contained therein is both true and accurate.

Marion Apwach
Affiant's Signatura Above

Date / fidavit Executed/Signed

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

Superior 22 2023

Date Discribed & Swom Before Me

Signature of Notary Public

"OFFICIAL SEAL"
Y M TORRES

Notary Public, State of Illinois
My Commission Expires 09/28/2025

SPECIAL NOTE: This is a courtesy form from the Cook County Clerk's Office, 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 Clerk's Office 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 Clerk's Office prior to its recording.