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NOTICE OF CLAIM FOR COMMISSION

TO: MRS. BJORG HARVEY
4532 North Claremont Avenue
Chicago, Illinois 60625

YOU ARE HEREBY NOTIFIED that FOX REALTY CO., an Illinois corporation, does hereby claim a lien for commission pursuant to its cooperative listing agreement dated August 23, 1985, a copy of which is attached hereto and made a part hereof. This claim is filed against the property legally described as follows:

Lot 38 and Lot 39 in D. Nashlund's Addition to Chicago, a Subdivision of that part West of Lincoln Avenue, of Lots 2 and 3 (except the South 33 feet) in Superior Court Division of Lot 2 in court partition of the East 1/2 of the Northwest 1/2 of Section 18, Township 40 North, Range 14, in Cook County, Illinois;

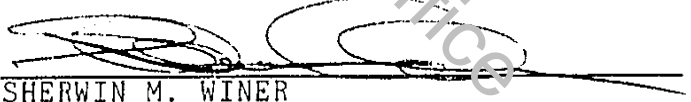
and commonly known as 4532 North Claremont Avenue, Chicago, Ill. 60625

Permanent Index Numbers: 14-18-121-028⁽³⁸⁾ and
14-18-121-034⁽³⁹⁾ pp.

Dated this 29th day of November, 1985, at Chicago, Cook County, Ill.

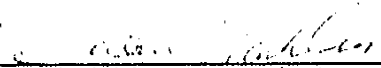
FOX REALTY CO., an Illinois corporation

By:


SHERWIN M. WINER
Agent for said corporation

Subscribed and Sworn to before me this
29th day of November, 1985.

THIS INSTRUMENT WAS PREPARED BY:
SHERWIN M. WINER
205 W. Randolph St.
Chicago, Ill. 60606


Notary Public in and for Cook County,
Illinois

Commission expires: June 23, 1986

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, ILL. 60602
TELEPHONE (312) 321-1000

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NORTH SIDE REAL ESTATE BOARD
COOPERATIVE LISTING AGREEMENT

1 3 0

TO: Fox Realty Co.

ADDRESS: 4601 N. Western Chicago, IL 60625

In consideration of your agreement to promptly list with the COOPERATIVE LISTING SERVICE of the NORTH SIDE REAL ESTATE BOARD, and of your other efforts to secure a buyer for the property (together with its undivided interest in the common elements and accumulated reserves, if a Condominium), commonly known as:

Address 4532 Claremont

City Chicago Illinois

I (hereinafter called Seller) do hereby give you (hereinafter called Broker) the exclusive right to sell, commencing from the date hereof through NOVEMBER 30, 1985, the authority to offer for sale, to advertise, and to place for sale signs thereon where permitted by law, and to sell said property for a price of \$ 225,000 or on such other terms as Seller may agree to accept.

POSSESSION. Seller shall surrender possession and remove all debris and Seller's personal property not conveyed to Purchaser no later than 90 DAYS AFTER CLOSING of apt #6 - others subject to existing tenancies.

SELLER AGREES TO THE FOLLOWING FINANCING TERMS (Delete that which does not apply)

- ~~(1) To pledge the sum of \$ _____ in cash, which sum shall be withheld from the net proceeds of the sale and deposited with the lending company making the first mortgage on the above property to Purchaser.~~
- ~~(2) To accept a Purchase Money Note and Trust Deed, or execute Installment Agreement for Warranty Deed, or accept a Junior Purchase Money Note and Trust Deed in the amount of \$ _____, with interest on the unpaid balance of _____% per annum, with monthly payments, including principal and interest of \$ _____ with the final payment due _____ months from date of sale, with unlimited pre-payment privilege without penalty. The above instruments shall be prepared by Seller's attorney in a form to be approved by the Purchaser or his attorney. In the event the parties cannot agree on the form of said instruments, Seller's attorney shall prepare a note and trust deed on the appropriate Chicago Title & Trust Company printed legal form, or Installment Agreement for Warranty Deed, on the George E. Cole & Co. printed legal form number 74.~~
- ~~(3) To pay in connection with the making of an F.H.A. or V.A. loan, a discount to the lending institution and other customary seller charges.~~

SELLER AGREES

To cooperate fully with Broker and refer all inquiries to Broker, to allow inspection of property and entry at convenient times for the purpose of showing it to prospective purchasers, to conduct all negotiations through Broker, to pay Broker a commission in the amount of 6% of the first \$50,000 and 5% of the balance of the purchase price. in the event Broker produces a Purchaser ready, willing and able to purchase the premises on the terms herein provided; or if the property is sold or exchanged through or as a result of Broker's service and efforts, or Seller's, or any other person or persons during the period of this agreement; or if the property is sold or exchanged within 6 months after termination of this agreement to any person to whom the property was submitted during the term of this agreement, provided however, if the property is listed with another Broker during such six month period, Seller shall be liable for only one commission, the allocation thereof to be determined by the Brokers.

If Broker's authority is revoked or said property is withdrawn during the period of Broker's authority, Seller shall pay Broker upon such revocation or withdrawal, not as a penalty, but as liquidated damages, an amount equal to the commission payable on the full price listed above.

No amendment or alteration with respect to the amount of commission or time of payment of commission shall be valid or binding unless made in writing and signed by the parties hereto.

Broker's commission is to be paid at time of execution and delivery of deed or installment agreement for deed, whichever occurs sooner and Broker is authorized to deduct the commission and expenses from the earnest money deposit at such time.

BROKER IS AUTHORIZED TO ACCEPT AN EARNEST MONEY DEPOSIT FROM PURCHASER. IF PURCHASER DEFAULTS AND SELLER DECLARES A FORFEITURE OF THE EARNEST MONEY, THE EARNEST MONEY SHALL BE APPLIED FIRST TO PAYMENT OF BROKER'S COMMISSION AND ANY EXPENSES INCURRED, AND THE BALANCE PAID TO SELLER.

~~A commission of _____ plus expenses shall be paid by Seller to the Broker in the event the property is leased during the term of this agreement, and in the event the property is purchased by the lessee, then in addition, the sales commission shall be paid to Broker as hereinabove.~~

IT IS ILLEGAL FOR EITHER THE OWNER OR THE BROKER TO REFUSE TO DISPLAY TO OR TO SELL TO ANY PERSON BECAUSE OF THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX OR PHYSICAL DISABILITY.

ADDITIONAL TERMS OR INFORMATION. Seller hereby represents the following information to be true and correct:

- Real Estate Tax for 1984 is \$ 7729.95 with/without (strike one) tax home and deduction
- Current monthly assessment \$ _____ Percentage of interest is _____ %.
- Waiver of Right of First Refusal is/is not (strike one) necessary.
- The lot size is approximately 50 x 125

THIS AGREEMENT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF.

DATED: August 23, 1985

SELLER Bjorg I. Spivey

SELLER
(NEW 8-84)

by: Fox Realty 769-2500
Mary Brook



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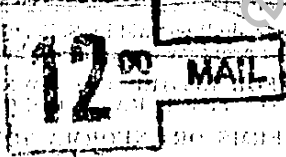
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1. Broker's sole duty is to use Broker's best efforts to effect a sale of the property, and Broker is not charged with the custody of the property, its management, maintenance, upkeep or repair.
2. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
3. Seller shall comply with the Real Estate Settlement Procedures Act of 1974, if applicable, and furnish all information required for compliance therewith.
4. No later than 5 days prior to closing, Seller shall furnish a survey by a licensed land surveyor, showing the present location of all improvements on the property, and no later than 15 days from the date hereof Seller shall furnish to Broker a complete set of condominium documents, to include Declaration, By-Laws and Survey.
5. Seller shall furnish an owner's title insurance policy in the amount of the purchase price or a Torrens Certificate of Title showing good and merchantable title and to execute and deliver, or cause to be executed and delivered to Purchaser a proper instrument of conveyance.
6. Seller shall allow Purchaser 30 days from date of acceptance of Real Estate Sale Contract to obtain a mortgage, and shall allow Broker and Seller an additional 30 days to obtain said mortgage.
7. Seller hereby indemnifies and holds broker and broker's agents harmless from any and all claims, disputes, litigation, judgments, costs and legal fees arising from misrepresentations by the seller or other incorrect information supplied by the seller.
8. Where applicable, the singular form shall include the plural, and the masculine form shall include the feminine and neuter.
9. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

DEPT-01 RECORDING \$12.25
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Mail to

SHERWIN WINER
ATTORNEY AT LAW
205 WEST RANDOLPH - SUITE 1530
CHICAGO, ILLINOIS 60606
312-372-5288

85384030



For Recd
12-2-85