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AGREEMENT

This Agreement entered into this 15 day of ~~April~~ MAY 1987, between THOMAS H. KANE, (hereinafter referred to as "KANE"), BANK OF RAVENSWOOD as TRUSTEE UNDER TRUST NUMBER, 25-6452, (hereinafter referred to as "TRUSTEE") and RALPH PINGEL, (hereinafter referred to as "PINGEL") is as follows:

W-I-T-N-E-S-S-E-T-H

WHEREAS, there is a lawsuit currently pending in the Chancery Division of the Circuit Court of Cook County, Case Number 85 CH 7433, entitled "RALPH PINGEL V. BERNARD ROSENFELD", BANK OF RAVENSWOOD AS TRUSTEE under TRUST NO. 25-6452, THOMAS H. KANE and BLUE TREE, INC.

WHEREAS, contained in the pleadings of the said lawsuit are allegations which pertain to KANE, and the premises commonly known as 1660 Dayton, Chicago, Illinois, the legal description of which is as follows:

Lot 100 in Block 6 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

WHEREAS, legal title to the above mentioned premises is currently held by TRUSTEE under said trust Number 25-6452 pursuant to a Deed in Trust dated June 11, 1984 and executed by one BERNARD ROSENFELD, a defendant in the said chancery proceedings.

WHEREAS, on June 11, 1984, BERNARD ROSENFELD held a ONE HUNDRED (100%) PERCENT beneficial interest under said trust

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This instrument
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JESS E FOREST

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with TRUSTEE

WHEREAS, KANE acquired ONE HUNDRED (100%) PERCENT of the equitable interest in the said premises by virtue of an Assignment of Beneficial Interest dated June 11, 1984 and lodged with TRUSTEE by BERNARD ROSENFELD on June 22, 1984.

WHEREAS, KANE has recently, applied for refinancing an existing mortgage secured by the said premises whereby, having obtained a title report from Land Title Company of America, Inc., the subject lawsuit has been raised as an objection to clear title and therefore an obstacle to KANE'S obtaining refinancing of his existing mortgage.

WHEREFORE, in exchange for mutual consideration and promises between the parties hereto, it is agreed as follows:

1. Upon such date that KANE decides to sell or otherwise transfer his interest in the said premises, KANE shall list the property with PINGEL, in his capacity as real estate broker/sales person and enter into an exclusive listing agreement with PINGEL so that upon closing of the sale or transfer of the said premises, PINGEL shall be entitled to receive his SIX PERCENT (6%) commission less any amounts owed to other brokers/salespersons pursuant to a multiple listing agreement.

2. PINGEL, through the efforts of his attorney shall dismiss, with prejudice, KANE and TRUSTEE as party-defendants in said Case Number 85 CH 7433 pending in the Circuit Court of Cook County, Chicago, Illinois, on or as soon as possible

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thereafter of the date of this Agreement.

3. If the said property is sold prior to the date the said lawsuit is concluded and as a result of the sale PINGEL receives a commission therefrom, then PINGEL shall reimburse KANE within thirty (30) days, from the date in which PINGEL collects the full amount of his judgment from ROSENFELD or other defendants in the said lawsuit, the amount of his commission.

4. It is agreed that the Agreement contains all of the terms and conditions existing between the parties and, such terms and conditions shall be governed and interpreted under the laws of the State of Illinois.

Signed this 1st day of May, 1987.

Bank of ...
No. 25-6452
Agreement
pub.
Notary
this

[Signature]
THOMAS H. KANE

[Signature]
RALPH PINGEL

[Signature]
BANK OF RAVENSWOOD as TRUSTEE
UNDER TRUST NO. 25-6452

[Signature]
Vice President
TITLE

Signed and Sworn to before me
this 1st day of May,
1987.

[Signature]
Notary Public
SEAL

Signature of Martin S. Edwards

Signed and Sworn to Before me this 1st
day of May, 1987.

[Signature]
NOTARY-PUBLIC



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RIDER TO AGREEMENT

DATED 1ST DAY OF ~~APRIL~~ ^{MAY} 1987 BETWEEN THOMAS H. KANE,
 BANK OF RAVENSWOOD AS TRUSTEE UNDER TRUST NUMBER 25-6452
 AND RALPH PINGEL.

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 COOK COUNTY RECORDER

3.(a) If the said property is sold subsequent to the date that PINGEL collects the full extent of his judgement from ROSENFELD, or to the fullest extent that the judgement is collectable, then PINGEL shall be entitled to receive the full amount of his commission from the sale of the property less the amount that PINGEL collected from ROSENFELD as a result of the said judgement.

Signed this 1st day of May, 1987.

Bank of Ravenswood
 No. 25-6452
 Agreement
 this

Thomas H. Kane
 THOMAS H. KANE

Ralph Pingel
 RALPH PINGEL

Martin S. Edwards
 BANK OF RAVENSWOOD as TRUSTEE
 UNDER TRUST NO. 25-6452
 Vice President
 TITLE

87264483

Signed and Sworn to before me this 1ST day of MAY, 1987.

[Signature]
 Notary Public

SEAL

Signature of Martin S. Edwards

Signed and sworn to before me this 1st day of May 1987.

[Signature]
 NOTARY PUBLIC

"OFFICIAL SEAL"
 EVA HIGI
 NOTARY PUBLIC, STATE OF ILLINOIS
 My Commission Expires 5/4/91

25-6452

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