

COOPERATIVE SELLING CONTRACT

88149134

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To: Suburban Realty, Inc. Broker, Date: August 3, 1987

In consideration of the following agreements and of your efforts to procure a purchaser for the property and improvements thereon described below ("Property"), the undersigned ("Seller") grants to you ("Broker") as sales agent, the exclusive right to sell the property.

Street Address (or legal description): 8115 N. Cuthill, Urban Terrace 60648

Possession: at closing Lot Approximately: 35.63 x 40.63 x 125.52
(the parties reserve the right to attach the legal description at a later date) together with improvements thereon including ventilating and central air conditioning equipment if on premises; heating, lighting and plumbing fixtures; cabinets, planted vegetation.

Price \$ 149,500.00 or such lesser amount as Seller may agree to accept.

PERSONAL PROPERTY: The following is the personal property which is now located on the premises and for which a Bill of Sale is to be given at the closing STRIKE INAPPLICABLE ITEM(S): screens, storm windows and doors as exist, drapery rods, curtain rods, attached

TV antenna, water softener, garage door receiver (opener) and transmitter(s), lawnmower and disk mower
in kitchen, all carpeting

I give you, the Broker, the exclusive right to sell this property for a period of time beginning this date and that exclusive right shall continue in effect until expiration of ONE YEAR. However, I, the owner may cancel this cooperative selling contract any time after 60 days upon a THIRTY DAY ADVANCE WRITTEN NOTICE. You, the Broker, may cancel this contract any time upon THIRTY DAYS ADVANCE WRITTEN NOTICE.

BROKER SHALL
List the property with cooperating brokers and to cooperate with said cooperating brokers.
Make a continuous and earnest effort to sell the property as Broker deems it advisable to obtain prospective purchasers.
Take such other action as Broker deems necessary and proper to carry out Broker's obligations under this contract, including advertising and the placing of "For Sale" signs on the property.
Within 48 hours of this date or as per the MAP MLS Standard Operating Procedures file information concerning this property with MAP MULTIPLE LISTING SERVICE for distribution to the members of the Service.
Broker may place a LOCK BOX on the subject property if deemed advisable.

SELLER SHALL
Cooperate fully with Broker and refer all inquiries to Broker; to conduct all negotiations through Broker; to furnish either a commitment for title insurance in the amount of the sale price or a Torrens Certificate as evidence of merchantable title to execute or cause to be executed a recordable warranty deed (or other appropriate deed if title is in Trust or in an estate) to the purchaser of the property; to pay a real estate brokerage commission to Broker of 5% of the sale price; if (1) Broker provides a purchaser ready, willing and able to purchase in accordance with this contract; or (2) if the property is sold, exchanged, gifted, or optioned by Broker or by or through any other party including the seller during the period of this contract; or (3) if it is sold directly or indirectly within six (6) months after termination of this contract to a purchaser to whom it was offered during the term thereof. However, the Seller shall not be obligated to pay such fee if a valid listing agreement is entered into during the term of said six (6) month period with another licensed Real Estate Broker, and a sale, lease, exchange, gift or option to purchase the property is made during the term of said protection. The commission shall be paid at or before closing. In the event the Seller enters into Articles of Agreement for Deed (contract sale), the commission shall be payable at the date of possession of the premises. If there is no closing, then Seller agrees to pay such commission as may be due to Broker under this contract upon written demand to Seller by Broker.

Furnish a survey by a licensed surveyor showing that all improvements including buildings, fences, patios, sidewalks and driveways are within the lot lines, and showing no easement violations and no encroachments of improvements from adjoining properties

In the event the premises is a townhouse or condominium, Seller shall furnish Buyer a statement from the Board of Managers, Treasurer or Managing Agent of the condominium association certifying payment of assessments for condominium common expenses, and if applicable, proof of waiver or termination of any right of refusal or general option contained in the declaration of condominium together with any other documents required by the declaration of condominium by-laws thereto as a precondition to the transfer of ownership

Seller agrees at the closing of the sale of this property, or as otherwise agreed, the Broker may pay out of the escrow fund if any, the commission as set forth above and any additional expenses as agreed to by the Seller

Seller shall indemnify and save and hold the real estate firm and its agents harmless from all claims, disputes, litigations, judgments and costs arising from any misrepresentations made by Seller, incorrect information supplied by Seller or problems with the property which would tend to decrease the value of the property or any other latent defects in the property which are known to the Seller and Seller fails to disclose.

OTHER
No amendment or alteration of the terms of this contract relating to the amount of the commission or the time of payment of the commission is valid or binding unless in writing and signed by all parties hereto; it being understood that the rate or amount of commission for the sale of this property is to be agreed upon in advance by Broker and Seller.

Broker's sole duty is to effect a sale of the property and Broker is not charged with the custody of the property, its management, maintenance, upkeep or repair, nor is Broker charged with any responsibility for the status or condition of the property or any appliances contained thereon

This agreement shall take precedence over any other listing agreement (whether exclusive or not) which is prior in time and which has expired in accordance with its terms and conditions.

It is understood that it is illegal for either the Seller or Broker to refuse to display to, or sell to, any person because of their race, color, religion, national origin, sex or physical disability.

IF PURCHASER DEFAULTS, EARNEST MONEY SHALL BE APPLIED TO PAYMENT OF BROKER'S COMMISSION WHICH SHALL NOT EXCEED THE AMOUNT OF THE EARNEST MONEY, AND ANY EXPENSE INCURRED, AND BALANCE PAID TO SELLER. IF SELLER DEFAULTS, EARNEST MONEY, AT THE OPTION OF PURCHASER, SHALL BE REFUNDED TO PURCHASER, BUT, SUCH REFUNDING SHALL NOT RELEASE SELLER FROM THE OBLIGATIONS OF THIS AGREEMENT, NOR FROM THE OBLIGATION TO PAY THE COMMISSION AS SET FORTH IN THIS AGREEMENT.

IF A DISPUTE ARISES BETWEEN THE SELLER AND THE PURCHASER AS TO WHETHER A DEFAULT HAS OCCURRED, BROKER SHALL HOLD THE EARNEST MONEY AND PAY IT OUT, LESS COMMISSION, IF ANY, AS AGREED IN WRITING BY SELLER AND PURCHASER AND IN THE EVENT THAT AGREEMENT CANNOT BE REACHED BY SELLER AND PURCHASER WITHIN THIRTY (30) DAYS AFTER WRITTEN NOTICE TO BROKER THAT SUCH DISPUTE HAS ARISEN, IT IS AGREED THAT THE BROKER MAY DEPOSIT THE FUNDS WITH THE CLERK OF THE CIRCUIT COURT AND THE SELLER AGREES TO INDEMNIFY AND HOLD THE BROKER HARMLESS FROM ANY AND ALL CLAIMS AND DEMANDS, INCLUDING THE PAYMENT OF REASONABLE ATTORNEY'S FEES, COSTS AND EXPENSES ARISING OUT OF SUCH CLAIMS AND DEMANDS.

This contract is subject to MAP MULTIPLE LISTING SERVICE Rider attached hereto which Rider is made part of this contract

It is mutually understood and agreed that, by law, Broker is only permitted to prepare a contract of sale. Seller agrees to furnish or have his attorney furnish all legal documents necessary to close the transaction.

Broker shall have the right to release the selling price, terms, type of financing, and number of days to sell my property to the MAP MULTIPLE LISTING SERVICE for use by its members, lending institutions, appraisers, and related industries at the time a valid contract is entered into though the settlement date may be at a future date.

There are no unpaid special assessments and none confirmed relative to the property except those amounting to approximately \$ none for taxes

THE COMMISSION PAYABLE FOR THE SALE, LEASE OR MANAGEMENT OF PROPERTY IS NOT SET BY MAP MLS IN ANY MANNER AND IS NEGOTIABLE BETWEEN THE BROKER AND THE SELLER.

Seller warrants his authority to execute this agreement as herein provided.

Suburban Realty, Inc.
Real Estate Firm
Robert J. ...
Sales Representative

Hugh Gallagher
Seller

4336 W. Norwood
Address
Chicago, IL 60646
Town 286-8357 Zip

88149134

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Property of Cook County Clerk's Office

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BROKER

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0 8 1 4 9 1 3 4

8115 N. Overhill

Lot 30 in the Third Addition to Grennan Heights, a Sub-division in the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of Section 24, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

69-24-314-015 FDO W

Property of Cook County Clerk's Office

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T#1111 FROM 5019 04/11/00 11:20:00
#6629 #A X-88-149134
COOK COUNTY RECORDER

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Lesko Realty & Builders, Inc.
1247 E. Cooper Dr.
Palatine, Il 60067