

UNOFFICIAL COPY
GREATER SOUTH SUBURBAN BOARD OF REALTORS
EXCLUSIVE RIGHT TO SELL AGREEMENT

MLS #
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THIS AGREEMENT, made and entered into on this 5th day of October, 19 90, between Richard L. Tuggle, hereinafter referred to as Owner ("Owners") and EKA Branch & Associates, hereinafter referred to as REALTOR® ("REALTORS®").
(LISTING COMPANY)

WITNESSETH:

- The Owner hereby gives REALTOR® for a period of time commencing on the 5th day of October, 19 90, and terminating the 5th day of April, 19 91, or any renewal hereof, ("Termination Date") THE EXCLUSIVE RIGHT AND AUTHORITY TO SELL that certain real and personal property ("PROPERTY") described as: Permanently duplex number?
 a. Address: 1511 W. 69th Street
 b. Personal Property - See Profile Sheet
- The EXCLUSIVE RIGHT AND AUTHORITY TO SELL shall be for the following price and terms, or upon any other price, or terms or exchange to which the Owner may hereafter consent:
 a. PRICE: \$ 29,900
 b. It is hereby agreed that, in the event it becomes necessary to pay a 0 % discount fee or premium on the purchaser's mortgage loan, the same will be paid by us and you are hereby authorized to deduct the amount from the net proceeds due to us.
- In consideration of the granting of this EXCLUSIVE RIGHT TO SELL, REALTOR® agrees as follows:
 a. To inspect and become informed about the Property.
 b. To direct a concentrated effort of the REALTOR's® firm in promoting the sale of the Property.
 c. To advertise the Property as the REALTOR® deems advisable in newspapers, publications or other media.
 d. To process and distribute the information regarding this listing as the REALTOR® deems advisable to other REALTORS® or other real estate brokers and to furnish at all times additional and proper information requested by any REALTOR® or other real estate broker and to assist cooperating brokers in closing a transaction on the Property when requested.
- That in consideration of the obligations of the REALTOR®, the Owner agrees:
 a. To pay the REALTOR®, at the time of closing the sale of the property and from the disbursement of the proceeds of said sale, compensation in the amount of 8% of the gross purchase price for REALTOR's® services in effecting the sale by finding a buyer ready, willing and able to purchase the property pursuant to this contract. In the event the property shall be a condominium, townhouse or other like form of ownership wherein an association or group has a right of first refusal to purchase owner's property, and exercises that right, the REALTOR® shall be considered to have found a buyer ready, willing and able to purchase the property. If the transaction shall not be closed because of refusal, failure or inability of the Owner to perform, the Owner shall pay the said commission in full to the REALTOR® upon demand. In the event that earnest money deposits are retained by the Owner fifty percent (50%) thereof plus any costs incurred by REALTOR®, but not exceeding the compensation above provided, shall be paid to the REALTOR® as full consideration for REALTOR's® services, and the balance shall be paid to the owner.
 b. Owner agrees to pay REALTOR® a commission as specified above if REALTOR® procures a buyer, if the property is sold within said time by Owner or any other person, or is sold within 60 days from the expiration date hereof to any prospect to whom the said listing information was submitted during the term of this exclusive agreement. However, Owner shall not be obligated to pay said commission if a valid listing agreement is entered into during the term of said protection period with another broker and the sale of the property is made during the term of the subsequent listing agreement.
- Owner acknowledges receipt of a copy of this Exclusive Right to Sell Agreement and that to the best of their knowledge all signatures representing full ownership of the Property appear below. The Owner certifies that they are the Owner(s) of the Property described herein.
- List defects (if any, see known defects on reverse side) NONE Noted

THE PARTIES HAVE REVIEWED THE ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH APPEAR ON THE REVERSE SIDE OF THIS PAGE.

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EKA Branch & Associates
Listing Company

Richard L. Tuggle 409-50-4454
Owner Social Security Number

Molly M. Sloan Harper
Listing Person

Owner Social Security Number

Ronald Branch
Broker

Mailing Address 8750 Kenwood

Chicago, IL
Phone number(s) 731-8513

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EXCLUSIVE RIGHT TO SELL AGREEMENT

ADDITIONAL TERMS AND CONDITIONS

Owner will refer immediately to the REALTOR® all inquires about the property, whether those inquiries be from other brokers, salesmen or any other persons or firms.

Owner will permit the REALTOR® to list the property in a Multiple Listing Service to which the REALTOR® has access and publish pending sales information. The parties affirm that they are aware the Multiple Listing Service is not responsible and has no liability for the accuracy of the information provided.

That the REALTOR® or any sub-agent of the REALTOR® is appointed the Owner's agent for the purpose of receiving notices pursuant to any agreement reached with a prospective Buyer.

Owner will pay the REALTOR® the compensation stated in paragraph 4a in the event of a sale, exchange or transfer of any interest in Property during the term of this contract, whether such transaction, sale or exchange be accomplished by the REALTOR® or by any other person or entity, including the Owner.

That the REALTOR® may place such Sales or Sold signs upon the property as are consistent with state law and local ordinances.

Owner will cooperate with the REALTOR® in carrying out the purposes of this contract. To provide REALTOR®, or those working by or through the REALTOR®, access to any improvements on said Property for the purpose of inspection or presenting it to prospective purchasers at reasonable hours.

In the event the REALTOR® secures a Purchaser for the Property described herein, the Owner agrees, unless the Contract for Purchase and Sale provides otherwise to the following:

- a. In event of a sale or exchange, I agree to furnish within a reasonable time an Abstract of Title, certified to date, Torrens certificate, or a title insurance commitment, subsequent to the agreement to purchase, showing good marketable title in me with tax certificate showing the status of all unpaid taxes, or special assessments, if any. Upon tender to me of the purchase price as agreed, I agree to execute and deliver to purchaser a proper and appropriate conveyance instrument, as may be required by any sales contract accepted by me pursuant to this listing.
- b. Deliver possession and occupancy of the Property on the closing date unless otherwise specified on the Property Data Form.
- c. Prorate interest, taxes, insurance and rents as of the closing date.
- d. Pay all improvement liens other than special assessments for which a bill has been rendered on or before the date on which the Contract for Purchase and Sale is closed.
- e. If the Property listed herein is a condominium apartment or co-operative apartment, additional necessary documents shall be provided to Purchaser as may be required. Reserve account balances, if any, are included.

KNOWN DEFECTS: Owner specifically acknowledges and understands that where Owner knows of facts materially affecting the value or desirability of the Property, whether said facts are readily observable or not readily observable, Owner is under a duty to disclose said facts to the Buyer and to the Broker. If Owner knows of said facts, he shall set them forth in writing under the "List Defects" provision #6 on the front of this agreement or by written document attached to this Exclusive Right to Sell Agreement and presented upon execution of this Agreement. Owner has fully reviewed this Agreement and the information relative to said property (as shown in the listing information and/or the attached Property Data Form) and Owner warrants, to the best of his knowledge, the accuracy of said information. Owner agrees to indemnify and hold harmless Broker and those relying thereon for damages resulting from the inaccuracy of said information and from Owner's failure to disclose any facts materially affecting the value or desirability of the property.

As agent for Owner, REALTOR®, or any cooperating licensed real estate broker, is authorized to accept, receipt for and hold all monies paid or deposited as a binder or deposit on the purchase of the Property, and the duties of the broker relative thereto shall be in accordance with the laws of the State of Illinois and the Department of Professional Regulation.

The Owner understands that this Agreement does not guarantee the sale of the property but that it does assure the Owner that the REALTOR® will make an earnest and continued effort to sell the property until this Agreement is terminated.

This Agreement may be terminated only on terms agreeable to the parties hereto, or upon performance of the provisions as provided for herein.

This Property shall be offered, shown and made available for sale to all persons without regard to race, religion, color, sex or national origin in accordance with State and Federal laws.

In the event any litigation arises out of this Agreement, or any dispute arising out of the execution hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees and the costs of maintaining the action.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, administrators, successors and assigns. This Agreement constitutes the entire Agreement between the parties. It may not be modified orally or in any other manner except by an Agreement in writing signed by the Owner and the REALTOR®.

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Address 1511 W 69 Street, CHAG/C
PIN# 2020-317-006

Legal Description: Lot 4 of Blk 3
Englewood on the Hill, a sub of the
1/2 ad the S.W. 1/4 of N.W. 1/4
of the S.W. 1/4

W 1/2 . S.W 1/4
Cook Sec 20-38-14

. DEPT-01 RECORDING 14.29
. T#3333 TRAN 6165 02/22/91 16:50:00
. #2767 # C #-91-084559
. COOK COUNTY RECORDER

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Property of
MOB. J. ERA Branch & Associates
8016 S Cottage Grove
CH 60619

COOK County Clerk's Office