

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

95604410

## LIS PENDENS NOTICE

ALL PERSONS ARE HEREBY NOTIFIED, that the undersigned this 11th day of September, 1995 will file within seven (7) days from the date first written above, in the Circuit Court of Cook County, Illinois, Municipal Department, First District, a lawsuit to enforce a certain contract dated May 22, 1995 by and between BEVERLY FINANCIAL CONSULTANTS, LTD., and TONIETTA A. BOYD in connection with a certain commercial real estate sales transaction involving TONIETTA A. Boyd as the purchaser and Donald Pittman and Corrine Pittman as sellers of the real property commonly known as 11000 South Vernon Avenue, Chicago, Illinois and legally described as follows:

LOTS 1, 2 AND 3 (EXCEPT THE SOUTH 14 FEET) IN BLOCK 3 IN O'TOOL'S CALUMET CENTER, SUBDIVISION IN THE SOUTHWEST THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 25-15-414-011-0000

Accordingly, the undersigned asserts against any vested or inchoate interest that TONIETTA A. BOYD has or may have in and/or to the above described real property, that there is due to BEVERLY FINANCIAL CONSULTANTS, LTD., the sum of FOUR THOUSAND, EIGHT HUNDRED DOLLARS and NO/CENTS (\$4,800.00), pursuant to the May 22, 1995 contract between BEVERLY FINANCIAL CONSULTANTS, LTD., and TONIETTA A. BOYD. Attached hereto as Exhibit A and incorporated herein is a true and correct copy of the May 22, 1995 contract between BEVERLY FINANCIAL CONSULTANTS, LTD., and TONIETTA A. BOYD.

BEVERLY FINANCIAL CONSULTANTS, LTD

DEPT-91 RECORDING \$25.50  
95604410 09/11/95 11:29:00  
95-604410  
COOK COUNTY RECORDER

By: William T. Allen  
William T. Allen, President/Affiant

REC'D PENALTY \$22.00  
CA

### Certification

Affiant further states that under penalties of perjury as provided pursuant to the Laws of the State of Illinois, he certifies that he is a duly authorized agent of BEVERLY FINANCIAL CONSULTANTS, LTD., and that the foregoing instrument is true and correct in form and substance to the best of his knowledge and belief.

SUBSCRIBED and SWORN to before me

this 11th day of September, 1995

Colin C. Ward

OFFICIAL SEAL  
CORLISS C WARD  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. FEB. 16, 1999

(SEAL)

Notary Public

Pope J. Colon  
Pope J. Colon

Attorney for Affiant/Beverly Financial Consultants, Ltd.  
10 South LaSalle Street, Suite 300  
Chicago, Illinois 60603  
312.759.0422



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Handwritten notes and signatures at the bottom right corner.

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11-11-11

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CHICAGO, IL 60615  
312.493.1300  
Fax: 312.493.3131  
Licensed and Bonded

"I hereby certify that this is true and exact copy of the original document."

X *[Signature]*

CLIENT/CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this 22 day of May, 1985, by and between BEVERLY FINANCIAL CONSULTANTS, LTD. hereinafter referred to as CONSULTANT and DWIGHT BOYD 264 Boyd St hereinafter referred to as APPLICANT.

WHEREAS APPLICANT wishes to arrange a loan or commercial financing in the approximate amount of \$ 300,000 or an acceptable amount and rate and that they wish to engage the services of the CONSULTANT in acquiring such financing.

The APPLICANT hereby appoints CONSULTANT as sole and exclusive agent to process, negotiate and to make application for a loan or financing on the APPLICANT'S behalf to any lending institution selected by the CONSULTANT within the terms and conditions described.

This agreement shall be in effect for a minimum period of 90 working days from the date hereof and will continue thereof until the loan is complete unless the applicant wishes to continue the relationship with the CONSULTANT on a continuous basis of which they must withdraw from the contract in writing, giving 30 days notice. No withdrawal of this agreement shall be honored once a commitment has been made by the lender within the terms of this agreement. The undersigned APPLICANT further agrees that should CONSULTANT perform hereinafter set forth on all further loans or financing arrived at between the undersigned APPLICANT and the lender, lending institution, Joint Venture partner or funding source.

The undersigned APPLICANT agrees to pay to CONSULTANT, for its services, the sum of \$ \_\_\_\_\_ and/or a sum equal to (25%) of the amount of the gross loan which the sum shall be deemed earned, due and payable from the first proceeds of funding. The APPLICANT shall pay an application fee of \$ 300.00 of which \$ 0 will be refunded if the loan is declined as a result of the lender or the CONSULTANT. No refund will be due if the APPLICANT is the cause of the loan being declined after a commitment has been made. It is understood that CONSULTANT assumes no obligation for the payment of any fees or commissions in connection with, or if client withdraw before commitment has been made, this transaction to any other broker, consultant etc. and that the APPLICANT does hereby indemnify them and holds them harmless against any claim for such fees and/or commissions.

The APPLICANT hereby agrees to pay all reasonable expenses and cost of closing such as appraisals, surveys, title searches, insurance, recording fees, legal expenses and any other cost or expenses that may be deemed necessary and proper by the lending institution.

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The APPLICANT hereby authorized CONSULTANT to deliver a copy of this agreement to the funder or lending institution and further authorizes the source to deduct the sum hereunder from the first proceeds of the loan or funding as per scheduled agreement agreed to by and to pay the sum directly to CONSULTANT.

in the event of legal action maintained by the parties hereto enforce or interpret any provision of this agreement, the non-prevailing part shall pay to the prevailing party the reasonable cost expenses and attorney fees incurred by such prevailing party.

### FINANCING TERMS AND CONDITIONS:

1. Type of financing: Development Loans X Commercial Loans  
Acquisition Loans Venture Capital
2. Amount of financing: 300,000
3. Rate (range): To be determined
4. Terms: To be determined by lender

The APPLICANT warrants that they have full and complete authority to enter into this agreement, that all the information and facts on them is true and accurate and that they will cooperate with CONSULTANT not do anything to undercut them or discredit them in any way.

It is hereby understood between both parties that CONSULTANT, does not guarantee the granting of financing but will exercise its best efforts to obtain the same.

AGREED TO AND ACCEPTED

BEVERLY FINANCIAL CONSULTANTS, LTD.

DATE: 22 May 75

BY: [Signature]

AGREED TO AND ACCEPTED

[Signature]

DATE: 5-22-75

BY: [Signature]

"I hereby certify that this is true and exact copy of the original document."

[Signature]

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