

UNOFFICIAL COPY

TO: SUE DODGE & ASSOCIATES REALTY, INC. A CORP. 1582 N. CLYBOURN AVE., CHICAGO, ILL. 60622

1 In consideration of your efforts to secure a purchaser for the property (together with its undivided interest in the common elements, and accumulated reserves, if a condominium),
2 PERSONAL PROPERTY. The following items, if any, now on the premises are included in the sale and shall be in working order at closing:
3 Heating, central cooling, ventilating, plumbing and electrical fixtures; screens and storms for windows and doors; shades, awnings, blinds,
4 draperies, curtain and drapery rods; radiator covers; attached exterior TV antennas; attached mirrors, shelving, interior shutters, cabinets and
5 bookcases; planted vegetation, washer/dryer; fireplace screens; dishwasher; disposal; Love/sage(s); Refrigerator(s); Window air
6 conditioner(s); ceiling fan(s); garage door opener; and
7 but excluding

9 Address 1582 N. CLYBOURN AVENUE Unit # _____ City CHICAGO IL 60622

965 55040

10 I (hereinafter called Seller) do hereby give you (hereinafter called Broker) the sole and exclusive right to sell for a period commencing
11 April 30, 1996 and terminating at midnight of 5/31/96 and the authority to offer for sale, to promote and advertise
12 as broker deemed appropriate, and to place for sale signs thereon where specified herein, for a price of \$ 350,000 or on such other
13 terms as Seller may agree to accept.

14 POSSESSION. Seller shall surrender possession and remove all debris and Seller's personal property not conveyed to Purchaser on later than
15 at closing

16 SELLER AGREES PIN - 17-05-211-004-0000

17 To cooperate fully with Broker and refer all inquiries to Broker, to allow inspection of property and entry at convenient times for the purpose
18 of showing to prospective purchasers, to conduct all negotiations through Broker, to pay Broker a commission or compensation in the
19 amount of FIVE PERCENT (5%) in the event Broker produces a
20 purchaser ready, willing and able to purchase the premises on the terms herein provided; or if the property is sold, gifted, optioned and such
21 option is exercised before or subsequent to the termination of this agreement, a joint venture is contracted, or the property is conveyed
22 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
23 property is sold, gifted, optioned, joint ventured, or exchanged within after termination of this agreement to any person
24 whom the property was submitted during the term of this agreement, provided however, if the property is residential property of four units or
25 less and if a valid, beneficial, written listing agreement is entered into with another licensed real estate broker during such period, no
26 commission or compensation shall be due and owing pursuant to the terms of this agreement. For property which is not residential property
27 of four units or less, if the property is listed with another broker during such period, Seller shall be liable for only one commission, the
28 allocation thereof to be determined by the Brokers.

29 Broker is hereby authorized to promote and advertise said property as Broker deems appropriate, to place the property in any multiple
30 listing service in which Broker participates, and to release information as to the amount of the selling price, type of financing, and number
31 of days to sell this property to any multiple listing service in which Broker participates at the time a contract is executed. Broker is
32 authorized to share Broker's commission or commission with all cooperating Broker's regardless of any cooperating Broker's agency
33 relationship to Seller, Broker or the Buyer.

34 SUE DODGE Broker (s) and Seller(s) hereby agree that SUE DODGE sales
35 agent(s) affiliated with Broker, is (are) being named as Seller's exclusive designated legal agent(s) under Seller's Exclusive Listing
36 Agreement with Broker. Seller(s) understands and agrees that the Seller's Designated Agent(s) will be Seller's exclusive legal agent
37 pursuant to the Exclusive Listing Agreement with Broker and Broker will be free to enter into agreements with prospective buyers as legal
38 agents of those buyers. Seller(s) also understands and agrees that neither Broker nor other sales associates affiliated with Broker will be
39 acting as legal agents of the Seller(s).

40 The above named Broker and Designated Agent (herein after sometimes referred to as "Licensee") may undertake a dual representation
41 (represent both the seller or landlord and the buyer or tenant) for the sale or lease of your property or properties they may show you. The
42 undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document, please read the
43 following:

44 Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon licensee's advice and the
45 client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of All
46 clients in the transaction.

47 Any agreement between the parties to a final contract price and other terms is a result of negotiations between the clients acting to their
48 own best interests and on their own behalf. You acknowledge that licensee has explained the implications of dual representation, including
49 the risks involved and understand that you have been advised to seek independent advice from your advisors or attorneys before signing
50 any documents in this transaction.

51 WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT: 1. Treat all clients honestly. 2. Provide information
52 about the property to the buyer or tenant. 3. Disclose all latent material defects in the property that are known to Licensee.
53 4. Disclose financial qualification of the buyer or tenant to the seller or landlord. 5. Explain real estate terms. 6. Help the buyer or tenant to
54 arrange for property inspections. 7. Explain closing costs and procedures. 8. Help the buyer compare financing alternatives. 9. Provide
55 information about comparable properties that he or she sold so both clients may make educated decisions on what price to accept or offer.

56 WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT: 1. Confidential information that
57 Licensee may know about the clients, without their or their permission. 2. The price the seller or landlord will take other than the listing
58 price without permission of the seller or landlord. 3. The price the buyer or tenant is willing to pay without permission of the buyer or
59 tenant. 4. A recommended or suggested price the buyer or tenant should offer. 5. A recommended or suggested price the seller or landlord
60 should counter with or accept.

61 If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to accept this
62 section unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

63 By checking "Yes", initialing and signing below, you acknowledge that you have read and understand this section and voluntarily consent to
64 the Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become
65 necessary. Yes No (check one)

66 If Broker's authority to sell is revoked or sold property is withdrawn from the market during the period of Broker's authority to sell
67 hereunder, Seller shall pay Broker upon such revocation or withdrawal, as a penalty, but no liquidated damages, an amount equal to the
68 commission payable on the full price listed above.

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

71 Broker's commission is to be paid at time of execution and delivery of deed, option, lease, joint venture agreement, or installment agreement
72 for deed, whichever occurs sooner, and Broker is authorized to deduct the commission as an expense from the earnest money deposit at such
73 time.

74 BROKER IS AUTHORIZED TO ACCEPT AN EARNEST MONEY DEPOSIT FROM PURCHASER IF PURCHASER DEFAULTS AND
75 SELLER DECLARES A FORFEITURE OF THE EARNEST MONEY. THE EARNEST MONEY SHALL BE APPLIED TOWARD
76 PAYMENT OF BROKER'S COMMISSION AND ANY EXPENSES INCURRED, AND THE BALANCE PAID TO SELLER, EXCEPT AS
77 OTHERWISE STATED IN PARAGRAPH 11 OF THE PROVISIONS OF THIS AGREEMENT.

78 In the event the property is leased during the term of this agreement, Seller agrees to pay Broker a rental commission of
79 plus expense. In the event the property is purchased by the lessee, then in addition, the sales commission or compensation shall be paid to
80 Broker as set forth above.

81 IT IS ILLEGAL FOR EITHER THE OWNER OR THE BROKER TO REFUSE TO DISPLAY TO OR TO SELL TO ANY PERSON BECAUSE OF
82 THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, HANDICAP, STATUS, HANDICAP,
83 MILITARY STATUS, OR SEXUAL ORIENTATION. SELLER AND BROKER ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE
84 PROVISIONS OF LOCAL HUMAN RIGHTS OR FAIR HOUSING ORDINANCES IF ANY AND AORBE TO COMPLY WITH SAME.

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

- 86 a) Real Estate tax for 1993 is \$ 13,779.35 Homeowner's Exemption Yes/No Senior Citizen's Exemption Yes/No
- 87 b) Current monthly assessment \$ _____ includes _____
- 88 c) Percentage of interest in common elements is _____%. Waiver of Right of First Refusal necessary Yes/No.
- 89 d) The lot size is approximately 85 x 115. If condo, approximate square feet _____
- 90 e) Title information: Torrens System Yes/No Land Trust Yes/No
- 91 f) Heating Cost Information: \$ _____/Month Yes/No
- 92 g) Insulation Information:
93 If this property is new construction, the following information is required:
94 R Factor _____ Thickness _____ Type _____
95 Exterior Walls _____
96 Interior Walls _____
97 Ceiling _____

98 SUE DODGE & ASSOCIATES COOPERATES WITH SUBAGENTS AND AGENTS REPRESENTING BUYERS. SUE
99 DODGE & ASSOCIATES WILL COMPENSATE BUYER'S AGENT IF SAID AGENT IS NOT BEING COMPENSATED

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

DATED: April 30, 1996
SELLER [Signature] SUE DODGE & ASSOCIATES REALTORS
BROKER [Signature]
BY: [Signature]
Noted 10/94

R	25	S	O	A
R	22	D	P	V
T	15	S	O	V

DEPT-01 RECORDING
156666 TRAN 4/79/96 07/19/96 14:59:00
43181 & LTM *-96-555040
COOK COUNTY RECORDER
DEPT-10 PENALTY

\$25.50
\$22.00



PROVISIONS UNOFFICIAL COPY

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. The parties agree that any dispute, controversy, or claim arising out of or relating to this exclusive listing agreement, or any breach thereof by either party, shall be resolved by arbitration in accordance with the Code of Ethics and Arbitration Manual of the National Association of REALTORS, as amended from time to time, through the facility of the Chicago Association of REALTORS. The parties agree to be bound by any award rendered by any professional standards arbitration hearing panel of the Chicago Association of REALTORS and further agree that judgment upon an award rendered by a professional standards arbitration hearing panel of the Chicago Association of REALTORS may be entered in any court having jurisdiction thereof. The parties agree to execute any arbitration agreements and documents as may be required by the Chicago Association of REALTORS to facilitate any arbitration.
3. Seller shall comply with the Real Estate Settlement Procedures Act of 1974, if applicable, and furnish all information required for compliance therewith.
4. If the property is other than a condominium or a cooperative, then prior to closing, Seller shall furnish a survey by a licensed land surveyor dated not more than six (6) months prior to date of closing of Real Estate Sale Contract, showing the present location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey, same shall be obtained at Purchaser's expense. If the property is a condominium, then 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 if available, a survey. If the property is a cooperative, then, no later than 15 days from the date hereof Seller shall furnish to Broker a complete set of cooperative documents, to include the proprietary lease or trust agreement, the by-laws, and if available, a survey.
 In the event the property is a townhouse or condominium and dependent upon the condominium association's governing documents, either upon execution of this multiple listing agreement or upon acceptance of an offer to purchase by Seller, Seller shall promptly notify the appropriate representative of the condominium association or any affiliated organization of the contemplated transaction. Seller shall furnish Purchaser a statement from an authorized officer or 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 or its by laws as a precondition to the transfer of ownership. At time of closing Seller shall deliver to the Purchaser all appropriate documents properly endorsed and a survey or plat of the condominium unit showing the location of all improvements of such unit and further showing any parking spaces or garages that will be conveyed. Seller shall comply with all of the conditions and stipulations of the Illinois Condominium Property Act, as amended, as may be applicable.
5. Seller shall furnish an owner's title insurance policy in the amount of the purchase price and a Torrens Certificate of Title (if a Torrens and CTA applicable) showing good and merchantable title, and execute and deliver, or cause to be executed and delivered to Purchaser a proper instrument of conveyance.
6. Seller hereby indemnifies, and holds Broker and Broker's agents harmless, from any and all claims, disputes, litigation, judgments, costs and legal fees from the defense of same, including reasonable attorneys fees and costs, arising from the misrepresentations by the Seller or other incorrect information supplied by the Seller to Broker or any third party.
7. Where applicable, the singular form shall include the plural, and the masculine form shall include the feminine and neuter.
8. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.
9. Seller warrants his authority to execute this agreement and to deal with and on behalf of the said property as herein provided.
10. If a dispute arises between Seller and Purchaser as to whether a default had occurred, Broker shall hold the earnest money and pay it out, as agreed in writing by Seller and Purchaser or as directed by a court of competent jurisdiction. In the event of such dispute Seller agrees that Broker may deposit the funds with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The Seller agrees that Broker may be reimbursed from the earnest money, for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and hereby agrees to indemnify and hold Broker harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such default claims and demands. If Seller defaults, earnest money, at option of Purchaser, and upon written direction by Seller and Purchaser or as directed by a Court of competent jurisdiction, shall be refunded to Purchaser, but such refunding shall not release Seller from the obligation of this agreement.
11. Seller understands and agrees that Broker may from time to time represent or assist other sellers who may be interested in selling property to buyers with whom Broker has a buyer agency contract or with whom Broker is working as a customer. The Seller consents to Broker's representation of such other sellers before, during and after the expiration of this Multiple Listing Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon Broker's representation or assistance of other sellers who may be interested in selling property to buyers with whom Broker has a buyer agency contract or with whom Broker is working as a customer.
12. If applicable, Seller agrees to comply with the Residential Real Property Disclosure Act.

Mail to:



Michelle A. Lasso
218 N. Jefferson, Ste 300
Chicago, IL 60661

Clerk's Office

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EDWARD J. ROSEWELL COOK COUNTY TREASURER
07/19/96 Receipt : 9515145 Employee : GARY Page : 1

P I N : 17-05-211-004-0000 Volume : 000499

Address : 1582 N CLYBOURN AV/CHICAGO, IL 606222520

Name : RESTAURANT GOLDEN OX

Mailing : 1582 N CLYBOURN AV/CHICAGO, IL 606222520

Legal Description :

Sub-Division Name : J YALES RE BLKS 38-40,42-45,57-61 & 72

Legal : JOHN YALES RESUB OF BLKS 38 39 40 42 43 44 45 57 58 59 60 61 & 72
FO ELSTONS ADD (SEE A) REC DATE: 06/24/1871

ST-TN-RG	BLOCK	PT	LOT
05-39-14	0000042		0000006

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