



REALTOR ASSOCIATION OF THE WESTERN STATES  
COMMERCIAL SALES CONTRACT



99280271



1. BUYER, see Rider **99280271**  
Address \_\_\_\_\_ : City 3508/0066 85 005 Page 1 of 7  
1999-03-24 11:02:43  
agrees to purchase, and SELLER, see Rider Cook County Recorder 63.50  
Address \_\_\_\_\_ : City \_\_\_\_\_ : State \_\_\_\_\_ : Zip \_\_\_\_\_  
agrees to sell to Buyer at the PRICE of see Rider Dollars (\$ \_\_\_\_\_)

**COOK COUNTY  
RECORDER**

**EUGENE "GENE" MOORE**

**ROLLING MEADOWS**

PROPERTY commonly known as see Rider  
City \_\_\_\_\_; County \_\_\_\_\_; Illinois.  
a complete legal description may be attached as an exhibit by either party. (hereinafter referred to as "premises") with approximate lot dimensions of \_\_\_\_\_ together with all existing improvements and fixtures, if any, including, but not limited to: plumbing and electrical fixtures; sump pumps; central cooling; humidifying and filtering equipment; fixed carpeting; built-in equipment and cabinets; water softener, washer/dryer (except rental units); storm and screen windows and doors; attached shutters, window treatment hardware, blinds and shades, shelving systems, fireplace screen; roof or attic T.V. antenna; all planted vegetation; garage door openers and car units; keys for doors and mailboxes; and the following items of personal property:

2. THE EARNEST MONEY: Buyer has paid \$ see Rider by check/note due date \_\_\_\_\_ (and will pay within \_\_\_\_\_ days the additional sum of \$ \_\_\_\_\_) as earnest money to be applied on the purchase price. The earnest money shall be held by the Listing Broker for the mutual benefit of the parties concerned and upon the closing of the sale, shall be applied first to the payment of any expenses incurred by Listing Broker for the Seller in respect to this transaction, and second to payment of the Broker's sales commission, rendering the overplus, if any, to the Seller. The balance of the purchase price shall be paid at closing.  
3. THE CLOSING DATE: The closing date shall be see Rider, 19\_\_\_\_ (or on the date, if any, to which said date is extended by reason of paragraphs 6 and 13 it \_\_\_\_\_, or at Buyer's lending institution, if any.  
4. POSSESSION: Subject to existing leases, possession shall be granted to Buyer at the time of closing, unless otherwise agreed in writing by parties.  
5. NOTICES: Any notice required to be given hereunder shall be in writing and shall be deemed to be effective when either personally delivered or deposited in the U.S. Mail, Certified Mail, Return Receipt requested, postage prepaid, to the party being given such notice at the appropriate address set forth below:

As to Buyer: Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_  
As to Seller: Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_  
As to Brokers: Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_

6. FINANCING CONDITION: (a) This Contract is subject to the condition that on or before see Rider, Buyer shall secure, or there shall be made available to Buyer, a written commitment for a loan to be secured by a mortgage or trust deed on the premises in the amount of \$ \_\_\_\_\_, or such lesser sum as Buyer accepts, with initial interest not to exceed \_\_\_\_\_% per annum, said loan to be amortized over a period of \_\_\_\_\_ years with a loan service charge not to exceed \_\_\_\_\_%, plus any other usual and customary processing fees or closing costs charged or required by the lender where application has been made. The type of financing is: see Rider

(b) If after the Buyer has submitted a true loan application and otherwise made every reasonable effort to procure a loan commitment from any source made available to Buyer and has been unable to do so, and after serving written notice thereof upon Seller within 1 day after the time specified herein for securing such commitment, then this Contract shall become null and void, and all monies paid by Buyer hereunder shall be refunded; however, if Seller, at Seller's option, notifies Buyer within 10 days of Buyer's notice, that Seller intends to procure for Buyer such commitment within 45 days, then this Contract shall remain in full force and effect. IN THE EVENT BUYER DOES NOT SERVE NOTICE OF FAILURE TO PROCURE SAID LOAN COMMITMENT UPON SELLER AS HEREIN PROVIDED, THEN THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT WITHOUT ANY LOAN CONTINGENCIES; (c) Buyer shall, at Buyer's expense, execute all documents necessary to procure a mortgage loan from any source. Buyer shall be allowed a reasonable time prior to closing to have a mortgage or trust deed placed of record and to arrange for access to the proceeds thereof, and any delays caused by Buyer's lender shall not constitute a default by Seller. Seller shall allow reasonable inspection of the premises by Buyer's Lender and furnish any pertinent information requested by Lender's representative.

7. SELLER'S REPRESENTATIONS: Seller represents: (a) that Seller has not received any notice from any governmental body of any ordinance or building code violation or pending rezoning, reassessment, or special assessment proceedings affecting the premises; (b) that all equipment and appliances to be conveyed, including but not limited to, the following are in operating condition on the date of closing: all mechanical equipment, heating and cooling equipment, water heaters and softeners, septic and plumbing systems, electrical systems, kitchen equipment remaining with the premises, and any miscellaneous mechanical personal property to be transferred to the Buyer; (c) if the property is being sold in an "AS IS" condition, Rider 406 shall be attached and made a part of this Contract, and representations contained in paragraph 7(b) of this Contract shall not apply.

8. COMMISSION: Seller agrees that see Rider Listing Broker, brought about this sale and agrees to pay a Broker's commission as agreed. COOPERATING BROKER: \_\_\_\_\_

9. ACCEPTANCE OF OFFER: A duplicate copy of this contract, duly executed by the Seller, shall be delivered to the Buyer within three days from the date hereto, otherwise, at Buyer's option, this contract shall become null and void and the earnest money shall be refunded to the Buyer.

10. OTHER TERMS AND CONDITIONS: This contract incorporates the Terms and Conditions set forth above, on the reverse side and the Riders signed by the parties and attached hereto numbered: Rider. THE PRINTED MATTER TO THIS CONTRACT HAS NOT BEEN PREPARED UNDER THE SUPERVISION OF THE DU PAGE BAR ASSOCIATION OR ANY OTHER BAR ASSOCIATION. ACCORDINGLY, THE PARTIES ARE CAUTIONED THAT BEFORE SIGNING THIS CONTRACT, THEY SHOULD SEEK LEGAL COUNSEL PRIOR TO EXECUTION OF SAME AS ADDITIONAL TERMS, CONDITIONS AND STIPULATIONS MAY BE REQUIRED TO PROTECT THE INTERESTS OF THE PARTIES HERETO.

Date of Offer: \_\_\_\_\_ Final Date of Acceptance: January 7, 1999  
BUYER M.P. Apostolopoulos by P.J.A SELLER Eugene G. Moore  
BUYER for the trust # 10-2236 of SELLER The Repo Group, Ltd.  
Rev. 2/93 © The First Bank & Trust Co. of Illinois

**UNOFFICIAL COPY**

11. ATTORNEYS MODIFICATION: On the terms of this Contract (and all deeds attached hereto) the purchase price are subject to modification by the parties' attorneys within 5 business days from the date of acceptance. Notice of modification, if any, shall be in writing and shall state the specific terms being modified and the suggested revisions. If within 10 business days of the date of acceptance, agreement is not reached, this Contract shall be null and void, and all earnest money shall be returned to Buyer.

12. LEASES:

- A. Seller agrees that it will not enter into or extend any leases without express prior written consent of the Buyer.
- B. All security deposits, damage deposits, or other deposits in the possession of the Seller including interest earned, if applicable, shall be assigned to the Buyer at the time of closing.

13. TITLE: (a) At least 11 business day prior to the closing date, Seller shall furnish or cause to be furnished to Buyer at Seller's expense, an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lien Search and a commitment issued by a title insurance company licensed to do business in the State of Illinois, to issue an owner's title insurance policy on the current form of Answer and Land Title Association Owner's Policy (or equivalent policy) including coverage over General Schedule B exceptions in the amount of the purchase price covering the date hereof; subject only to: (1) the "permitted exceptions" as set forth in paragraph 14, (2) title exceptions pertaining to liens or encumbrances of a definite ascertainable amount, which may be removed by the payment of money at the time of closing (an amount sufficient to secure the release of such title exceptions shall be deducted from the proceeds of sale due Seller at closing, and (3) acts done or suffered by or judgments against Buyer, or those claiming by, through or under Buyer. (b) If the title commitment discloses unpermitted exceptions, Seller shall have 30 days from the date of delivery thereof to have the said exceptions waived, or to have the title matter commit to insure against loss or damage that may be caused by such exceptions and the closing date shall be delayed, if necessary, and a 30-day period to allow Seller time to have said exceptions waived. If Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, Buyer may terminate the Contract between the parties, or may elect upon notice to Seller within 10 days after the expiration of the 30-day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If Buyer does not so elect, this Contract between the parties shall become null and void, without further action of the parties, and all monies paid by Buyer hereunder shall be refunded. (c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title as therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

14. THE DEED: Seller shall convey or cause to be conveyed to Buyer (in joint tenancy) or Buyer's nominee, by a recordable, stamped general warranty deed with release of homestead rights, or Trustee's Deed if applicable, good title to the premises subject only to the following "permitted exceptions": (a) General real estate taxes not due and payable at time of closing, (b) Special Assessments confirmed after this contract date, (c) Building, building line and use or occupancy restrictions, conditions and covenants of record, (d) Zoning laws and Ordinances, (e) Easements for public utilities; (f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (g) Party walls, party wall rights and agreements, terms, provisions, covenants, and conditions of the declaration of condominium, if any, and all amendments thereto, any easements established by or implied from the said declaration of condominium or amendments thereto, if any; limitations and conditions imposed by the Illinois Condominium Property Act, THE BUYER KNOWLEDGES THAT IT IS THE BUYER'S RESPONSIBILITY TO DETERMINE IF THE APPLICABLE ZONING LAWS, BUILDING LINE, USE AND OCCUPANCY RESTRICTIONS, CONDITIONS AND COVENANTS OF RECORD WILL PERMIT THE USE CONTEMPLATED BY THE BUYER.

15. AFFIDAVIT OF TITLE: Seller shall furnish Buyer at closing with an Affidavit of Title, covering the date of closing, subject only to those permitted special exceptions set forth in paragraph 14, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 13. In the event that this Contract between the parties calls for title to be conveyed by a Trustee's Deed, the Affidavit of Title required to be furnished by Seller shall be signed by the Trustee of said Trust.

16. INSPECTIONS AND WARRANTIES: Commencing on the final date of acceptance, and subject to the rights of tenants, if any, Buyer, Buyer's agents, employees and contractors, shall have the right during regular business hours, but without interfering with operations being carried on upon property, to enter property for the purposes of making surveys, inspections, soil tests and other investigations of property, including but not limited to, the physical condition of any improvements and mechanical and electrical systems. Buyer shall and does hereby agree to indemnify, defend and hold Seller harmless from any loss or damage suffered by Seller or others as a result of the exercise by Buyer of the rights herein granted, including any damage resulting from the negligence of Buyer or Buyer's agents. Buyer shall be permitted reasonable inspection of the premises prior to closing. Buyer is requested to make a preliminary inspection at least 10 days prior to closing and thereafter promptly to serve written notice to Seller of any non-compliance with paragraph 16, which Seller shall promptly remedy, at Seller's expense. A final inspection of the premises including all equipment, appliances and systems shall be made, if requested, within 5 days of the closing date.

17. PRORATIONS: (a) General real estate taxes shall be prorated as of the closing date on the basis of the tax assessor's latest assessed valuation, the latest known equalization factors, and the latest known tax rate. (b) Premiums on any insurance policies assigned to Buyer, rents, accrued interest on any assumed mortgage, water and sewer charges, fuels, and private service contracts, homeowners and/or condominium association dues and assessments, if any, shall be prorated as of the closing date.

18. CLEAN CONDITION: Seller warrants that at closing the improvements on Property will be in the same condition as they are on the date the Agreement is signed by Buyer, natural wear and tear excepted. All refuse and personal property not to be conveyed to Buyer shall be removed from the premises at Seller's expense before the date of possession.

19. PERFORMANCE: Time is of the essence of this Contract. Should Buyer fail to perform this Contract, then at the option of Seller and upon written notice to Buyer, the earnest money shall be forfeited by Buyer as liquidated damages and this Contract shall thereupon become null and void and the Seller shall have the right, if necessary and applicable, to re-enter and take possession of the premises aforesaid, and all right in and title to the premises and any and all improvements made upon said premises by Buyer shall vest in Seller. Buyer or Seller shall pay all reasonable attorneys' fees and costs incurred by the prevailing party in enforcing the terms and provisions of this Contract, including forfeiture or specific performance, or in defending any proceeding to which Buyer or Seller is made a party as a result of the acts or omissions of the other party, subject to the conditions of Paragraph 2.

20. SURVEY: Prior to closing date, Seller shall at Seller's expense deliver to Buyer or Buyer's agent a current spotted survey of the premises certified by a licensed surveyor, having all corners staked and showing all improvements, easements, building lines existing as of this contract date. Seller shall provide an affidavit verifying that no changes in improvements have been made since the date of said survey.

21. RISK OF LOSS: In the event that, prior to closing, the subject premises shall be destroyed by fire or other casualty to an extent that the cost of repair thereof exceeds 10% of the purchase price set forth herein, then at the election of Buyer, (1) this Agreement may be cancelled or, (2) Buyer may consummate this Agreement and receive such insurance proceeds as are paid on the claim of loss. This election must be exercised within 10 days after Seller provides Buyer written notice of the amount of the insurance proceeds, if any, which Seller will receive on the claims of loss. If Buyer has not been so notified by Seller within 45 days subsequent to the occurrence of such damage or destruction, or by the date of closing, whichever first occurs, Buyer may, at its option, cancel this Agreement.

22. FLOOD PLAIN: Buyer will obtain flood insurance if the premises is located within a designated flood plain as determined by the Flood Plain Maps or the Department of Housing and Urban Development, and if said insurance is required by Buyer's lender.

23. TRANSFER TAX STAMPS: (a) Seller shall pay for the State of Illinois and County Real Estate Transfer Tax Stamps. (b) Any applicable City or Village transfer tax shall be paid by the party designated in the Ordinance of the Municipality imposing the tax except if no party is so designated then the City or Village transfer tax shall be paid by Buyer.

24. STATEMENT OF ASSESSMENTS: In the event the premises is a condominium, or otherwise subject to an owner's association, Seller shall prior to closing furnish Buyer a statement from the Board of Managers, Treasurer, or Managing Agent of the owner's association certifying payment of assessments for common expenses through the date of closing, and, if applicable, proof of waiver or termination of any right of first refusal or general option contained in the Declaration of Condominium or Declaration of Covenants, Conditions, and Restrictions, and any other documents as required by Statute, Declaration, Bylaws, or Covenants as a precondition to transfer of ownership.

25. 1445 COMPLIANCE: Buyer and Seller agree that if Seller is a "foreign person" within the meaning of Section 1445 of Internal Revenue Code, then Buyer shall withhold and deduct from sale proceeds a tax equal to 10% of the amount realized. This provision shall not apply if: (a) Seller furnishes to Buyer an affidavit stating under penalty of perjury, Seller's U.S. Taxpayer I.D. number, and that Seller is not a foreign person as defined by the Internal Revenue Code, or (b) the premises is herein acquired by Buyer for use by Buyer as a primary residence, as defined by the Code, and the amount realized on the sale does not exceed \$300,000.00, or (c) such other exceptions as are permitted in Section 1445 of the Internal Revenue Code.

26. VERIFICATION OF LEASES, NET INCOME AND TENANTS NOTICE:

- A. Buyer reserves the right to inspect each unit within 10 days after the acceptance of this Contract. If the units are not acceptable to Buyer, Buyer can notify Seller in writing that the units are not acceptable and declare this Contract null and void with all earnest money to be returned to Buyer.
- B. Buyer reserves the right to verify the income and expenses represented to it for the period specified (SEE ATTACHED RENT ROLL AND EXPENSE SHEET - Exhibit "A"). If, within 10 days after the acceptance of this Contract said verification is not made available, or proves the expenses represented to be more than 5% incorrect, the Buyer may, at its option, declare this Contract null and void and have all of the earnest money returned to Buyer.
- C. Buyer shall present the owner, at time of closing, with letters to be mailed to tenants notifying them of the change in ownership as of a specific date, who rental payments should be made out to, and where they should be mailed.

27. MERGER OF AGREEMENTS: This Agreement contains the entire agreement between the parties hereto. All negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated in this Agreement.

**UNOFFICIAL COPY** 99280271 Page 3 of 7**COMMERCIAL RIDER****PROPERTY CONVEYED****A. SUBJECT PROPERTY**

The real estate to be conveyed shall be more precisely determined by survey and warranty deed. However, the same shall include the transfer of all rights, title, and interest in fee simple to a certain tract of land with improvements known as Steven's Pointe Plaza & Office Centre located at 315 - 345 West Northwest Highway in the City of Palatine, Illinois consisting of approximately 3.18 acres. Said property is known as tax parcel #02-15-200-012-0000. The conveyance shall include all survey work, engineering, architectural, and testing performed to date on the subject property. The conveyance shall include all easements and other property rights held by Seller to conduct the office and shopping center operations. The conveyance shall include the transfer of all permits and approvals held by Seller to the date of closing. The conveyance shall include an assignment of all lease agreements and security deposits held by Seller.

**B. SURVEY**

The Buyer shall rely on the survey and engineering work accomplished to date. Copies of all existing surveys shall be provided Buyer, and same shall demonstrate no adverse easements or encroachments. For closing, Seller shall provide, at Seller's sole expense, a current (within six months of closing) ALTA survey of the subject property to include all utility easements. In the alternative, Seller may secure an endorsement from the title insurance company waiving the survey requirements. The parties acknowledge that certain lands abutting to the east are owned by Commonwealth Edison and have been improved by Seller. Seller uses these lands for a fee under a licensing arrangement with Commonwealth Edison, and shall assign this agreement to Buyer at the closing.

**TESTING / DUE DILIGENCE****C. ENVIRONMENTAL ASSESSMENT**

Seller shall provide Buyer with a satisfactory Phase I environmental report demonstrating that there are no adverse environmental conditions. Said report was previously prepared, and Seller's rights under said report shall be assigned to Buyer. Seller represents that there have not been any changes to the subject property since the report was prepared.

**D. ZONING**

Seller represents that the subject property is properly zoned to permit a continuation of the current site operations.

**FINANCING****E. FINANCING; EXISTING MORTGAGE LOAN**

This Offer is expressly contingent upon Buyer obtaining commercial financing in the principal sum of \$2,480,000.00 at 7.25% fixed for an initial term of five years with loan origination fees not to exceed 2.0% and payments amortized over 25 years. Buyer shall have thirty days next following acceptance of this Offer to Purchase to obtain a financing commitment, or declare this Offer null and void. Seller's acceptance is expressly conditioned upon Seller within 15 days of acceptance negotiating with the existing first mortgage lender satisfactory terms for the pre-payment of the current mortgage loan.

**CLOSING****F. PROCEDURE**

Once all conditions precedent have been satisfied to Buyer's satisfaction or waived, Buyer shall provide written notice to Seller of its intent to close within 15 days. Closing shall be accomplished using the services of Land Title Insurance Company Lombard, Illinois. Closing shall occur not later than March 31, 1999 unless said date is extended by mutual agreement of the parties. All title commitments/underwriting, and insurance shall be to accepted ALTA standards. Seller shall provide for gap coverage to date of closing at Seller's sole expense. At closing clear title to the subject property shall be conveyed by warranty deed to an Illinois land trust designated by Buyer. Seller shall deliver at closing tenant estoppel letters and lease assignments in favor of a party designated by Buyer in advance of closing.

The gross selling price shall be \$2,800,000.00 payable by Buyer at closing tendering cash or cash equivalent net of usual prorations.

**UNOFFICIAL COPY**

89280271

Page 4 of 7

**OTHER****G. COMMISSIONS**

Seller agrees to pay all real estate sales commissions, if any, due and owing as a result of this transaction.

**H. AUTHORITY**

The parties executing this agreement represent that they have the requisite authority to enter into same, and to fulfill all provisions they are undertaking in a timely manner. In the event that the sale is not closed due to the lack of authority, the defaulting party shall be strictly liable for all costs incurred by the other party. Costs shall include all consulting, legal, engineering, and professional fees.

**I. TEXT; FAX**

In the event of conflict between the preprinted and typewritten provisions of this agreement, the typewritten provisions shall control in expressing the intent of the parties. Facsimile copies shall be treated as originals for all purposes. Facsimile transmission are deemed an approved method for delivering all documents or written notices.

**J. ENFORCEMENT**

In the event that legal action is required to enforce this agreement, or any provision thereof, the prevailing party shall be entitled to recover reasonable attorney fees.

**K. SELLER'S REPRESENTATIONS**

This agreement and any subsequent amendments contain the sole representations and warranties made by the Seller, if any. This writing with any amendments shall constitute the entire agreement between the parties. Seller acknowledges that the warranties and representations made herein are a material inducement to Buyer's entering into this agreement. The warranties and representations made in this agreement shall be true and correct at the time of closing, and shall survive the closing of this transaction unless specifically terminated by other provisions of this agreement.

**L. SATISFACTION OF CONTINGENCIES**

The parties acknowledge that the accomplishment of all contingencies set forth in the Rider are critical to their ability to close. Unless a contingency is met or waived either party may declare this agreement null and void, at which time all earnest money shall be returned to Buyer.

**M. LIQUIDATED DAMAGES**

In the event that all contingencies are met or waived within the time limits specified in this agreement, and Buyer fails to close where Seller is fully prepared to close on terms set forth in this agreement; Seller shall be entitled to receive the earnest money as and for liquidated damages. Seller does hereby waive all other legal and equitable remedies with respect to a default by Buyer.

**N. PARTIES BOUND**

The rights and obligations of the parties to this agreement shall inure to the benefit of, and be binding upon their personal representatives, heirs, successors, and assigns.

**O. EARNEST MONEY DEPOSIT**

Buyer shall within 10 days of acceptance make an earnest money deposit of \$10,000. Said sum shall be held at interest using the services of Land Title Lombard, Illinois as escrow agent for the mutual benefit of the parties under the provisions of this agreement. Any interest earned shall be credited to Buyer at time of closing.

**P. DISCLOSURE**

Various officers and shareholders of the selling and buying corporations are real estate licensees under the laws of the State of Illinois.

# UNOFFICIAL COPY

99280271

### Q. EXCHANGE

The parties acknowledge Seller reserves the right to enter into an Escrow Agreement with a Qualified Intermediary for purposes of accomplishing a tax-deferred exchange pursuant to section 1031 IRC. Seller may, without the consent of Buyers, assign this Agreement to a qualified intermediary participating with Seller in such an exchange. In the event of such an assignment: 1.) Seller shall give Buyer written notice of the assignment and the identity of the intermediary; 2.) except to the extent of any liabilities assumed by the intermediary in writing, the intermediary shall have no personal liability to the Buyer; 3.) the intermediary shall have the rights and remedies of the Seller as provided herein; 4.) there shall be no reduction of Buyer's rights or remedies, nor increase in Buyer's liabilities or obligations hereunder as a result of such assignment by Seller; 5.) Seller shall at all times remain liable to Buyer for all obligations imposed by the assignment on the intermediary under this agreement or documents supplemental thereto.

### R. RELATED TRANSACTIONS

The parties anticipate that certain other joint venture projects will be assembled in coordination with the closing of this transaction. Seller shall be a principal party in such related transactions, which are being finalized. Seller reserves the right for forty-five days next following the acceptance of this Offer to Purchase to declare this agreement null and void.

SELLER

BUYER

The Rego Group, Ltd.

*Efstathios A. Regopoulos*  
 Efstathios A. Regopoulos, President  
 Agent for land trust beneficiary  
 The Corus Bank  
 Trust #10-4406 September 25, 1995

*A.P. April* by P.O.A.  
 Agent for land trust beneficiary  
 First Bank & Trust Co. of IL  
 Trust #10-2236

1-7-99  
Date

\_\_\_\_\_  
Date

January 2, 1999

FINDER'S FEE  
STEVEN'S PLAZA TRANSACTION  
PALATINE, ILLINOIS

The undersigned parties acknowledge that at the successful closing of this transaction the Seller shall approve payment, from the net sales proceeds, of the sum of Twenty-five Thousand and no/100 dollars (\$25,000.00) as and for a finder's fee. Said sum shall be paid to William Samatas, Jr. Chicago, IL. or his designee. In the event that sales proceeds are paid to a qualified intermediary, then Seller shall authorize the intermediary to make this disbursement.

Christina A. Szymanski  
Seller  
President  
The Repo Group, Inc.

M.P. Ann Kopul - M.P.O.A.  
Buyer's Agent  
for the Trust # 10-2236 of  
the First Banc & Trust Co. of IL

DeKalb County Clerk's Office

Legal Description

US-811710-C7

Lot 2 in Kuntze's First Industrial Park Addition to Palatine, a Subdivision of part of the North West ¼ and part of the North East ¼ of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Tax Index Number 02-15-200-012, Volume 149.

STEVEN'S POINTS PLAZA \* OFFICE CENTRE  
315-345 W. NORTHWEST HIGHWAY  
PALATINE, IL

Prepared By: Gus P. Apostolopoulos  
19W555 LAKE ST.  
AARISM, IL 60101



Property of Cook County Clerk's Office