

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re:

**Lawrence D. Fromelius,**

Debtor.

Chapter 11

Bankruptcy No. 15-22373

Honorable Donald R. Cassling

**NOTICE OF MOTION**

**Please take notice** that, on **September 26, 2017, at 9:30 a.m.**, or as soon thereafter as counsel may be heard, the undersigned shall appear before the Honorable Donald R. Cassling, United States Bankruptcy Judge for the Northern District of Illinois, in Courtroom 619 of the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois, to present the attached **Debtor's Motion on Shortened Notice to Sell Vacant Lisle Lot**, a copy of which is included herewith and served upon you, at which time and place you may appear.

Dated: September 19, 2017

**Lawrence D. Fromelius**

By: /s/ William J. Factor

One of His Attorneys

William J. Factor (6205675)

Jeffrey K. Paulsen (6300528)

**FACTORLAW**

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Chicago, IL 60602

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## CERTIFICATE OF SERVICE

I, William J. Factor, an attorney, hereby certify that on September 19, 2017, pursuant to Section II.B.4 of the Administrative Procedures for the Case Management/Electronic Case Filing System and Fed.R.Civ.P. 5(a), I caused a copy of the foregoing *Notice of Motion* and the accompanying *Motion* to be served electronically through the Court's Electronic Notice for Registrants on all persons identified as Registrants on the below Service List.

/s/ William J. Factor

### SERVICE LIST

#### **Registrants**

(Service via ECF)

Abraham Brustein, ESQ	abrustein@dimonteandlizak.com, jjarke@dimontelaw.com
William J. Factor	wfactor@wfactorlaw.com, wfactorlaw@gmail.com, bharlow@wfactorlaw.com, wfactor@ecf.inforuptcy.com, wfactormyecfmail@gmail.com
Sarah Fowler	sarah.fowler@icemiller.com, Kathy.Chulchian@icemiller.com
Ariane Holtschlag	aholtschlag@wfactorlaw.com, bharlow@wfactorlaw.com, gsullivan@ecf.inforuptcy.com
Patrick S. Layng	USTPRegion11.ES.ECF@usdoj.gov
Jeffrey K. Paulsen	jpaulsen@wfactorlaw.com, bharlow@wfactorlaw.com, jpaulsen@ecf.inforuptcy.com
Victoria E. Powers	victoria.powers@icemiller.com, Deborah.Wolf@icemiller.com
Julia Jensen Smolka	jjensen@dimonteandlizak.com, dlathom@dimontelaw.com
Christopher B. Wick	cwick@hahnlaw.com, hlpcr@hahnlaw.com

**Other Parties in Interest**

(Service via U.S. Mail)

Department of the Treasury Internal Revenue Service P.O. Box 7346 Philadelphia, PA 19101-7346	Internal Revenue Service Mail Stop 5014CHI 230 S. Dearborn Street, Room 2600 Chicago, IL 60604-1705
BMO Harris Bank Attn: BRK-180-RC 770 N. Water St. Milwaukee, WI 53202-0002	BMO Harris Bank Pob 6201 Carol Stream IL 60197-6201
BMO Harris Bank N.A. 111 W. Monroe Street PO Box 755 Chicago, IL 60690-0755	BMO Harris Bank, N.A. PO Box 660310 Sacramento, CA 95866-0310
Bloomington Eye Inst 1008 North Center Street Bloomington IL 61701-2778	BANK OF AMERICA PO BOX 982238 EL PASO TX 79998-2238
Discover Bank Discover Products Inc PO Box 3025 New Albany, OH 43054-3025	Discover Fin Svcs Llc Po Box 15316 Wilmington, DE 19850-5316
Herbolsheimer, Henson, Duncan, Gift Attn: R. James Lannon, Jr. 654 1st Street La Salle, IL 61301-2484	Gailey Eye Clinic 1008 N. Main St Bloomington IL 61701-1784
Harris N. A. BMO Harris Bank - Bankruptcy Dept.- Brk-1 770 N Water Street Milwaukee, WI 53202-0002	George Mueller 609 E. Etna Rd. Ottawa, IL 61350-1071
Kohls/Capone N56 W 17000 Ridgewood Dr Menomonee Falls, WI 53051-7096	Mueller Anderson & Associates Attn: George Mueller 609 East Etna Road Ottawa, IL 61350-1071
Jeriann Lamb PO Box 2023 Ottawa, IL 61350	Midstate Collection So Po Box 3292 Champaign, IL 61826-3292
Pedersen & Houpt Bryan E Minier 161 N. Clark St., Suite 2700 Chicago, IL 60601-3241	Nationwide Credit & Co 815 Commerce Dr Ste 270 Oak Brook, IL 60523-8852

Lawrence D Fromelius 1713 N. 2479th Road Ottawa, IL 61350-9359	Terrence J. Benshoof 170 Spring Avenue Glen Ellyn, IL 60137-4838
Joel Levin U.S. Attorney 219 S. Dearborn 5th Floor Chicago, IL 60604-2029	Jenn Meier c/o LFI Properties, LLC P.O. Box 3474 Lisle, IL 60532
Eugene Bykhovsky Bykhovsky Law LLC 4465 N. Oakland Ave., Suite 110 Shorewood, WI 53211-1662	Nicole Vanda 1719 N. 2450 <sup>th</sup> Ottawa, IL 61350-9286
Jeff Sessions Attorney General of the U.S. 950 Pennsylvania Ave., NW Washington, DC 20530-0001	Centralized Insolvency Operation PO Box 7346 Philadelphia, PA 19101-7346
Daniel Sharp 2600 Evergreen Cir. McHenry, IL 60050-8020	

**UNITED STATES BANKRUPTCY COURT  
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In re:

**Lawrence D. Fromelius,**

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Chapter 11

Bankruptcy No. 15-22373

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**DEBTOR'S MOTION ON SHORTENED  
NOTICE TO SELL VACANT LISLE LOT**

As sale of real estate free and clear of interests should be approved when the debtor has a sound business purpose for the sale. Lawrence Fromelius, as debtor and debtor in possession in the captioned proceeding under Chapter 11 (the “Debtor”) has received the attached offer (**Exhibit 1**) from Barrier Construction, LLC (the “Purchaser”), to purchase a vacant lot the Debtor owns in Lisle, Illinois (the “Lisle Vacant Lot”)<sup>1</sup> for the listing price of \$60,000. Through this Motion, the Debtor wishes to accept the offer from the Purchaser for the Lisle Vacant Lot, to modify the order the Court entered authorizing the Debtor to retain @properties as a broker so that it includes the sale of the Lisle Vacant Lot, and shorten the notice for this Motion pursuant to Bankruptcy Rule 9006.

**1. BACKGROUND.**

On June 29, 2015, the Debtor filed a petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). Pursuant to sections 1107 and 1108 of the Bankruptcy Code, the Debtor remains in possession of his assets and is operating as a debtor in possession.

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<sup>1</sup> On September 12, 2017, the Court entered an order authorizing the Debtor to sell the house at 1207 Lisle Place, Lisle, Illinois for \$235,000. That property is next to the Lisle Vacant Lot.

Under his chapter 11 plan, which has been confirmed (subject to a draft order), the Debtor intends to sell real estate to generate funds to pay his creditors. One of the parcels to be sold is the property at 1207 Lisle, Lisle Illinois. Last week the Court entered an Order authorizing the Debtor to sell that property for \$235,000. The Debtor also owns a vacant lot adjacent to the property at 1207 Lisle Place, which is known as Lot 10, Lisle Place (i.e., the Lisle Vacant Lot). The Debtor recently received the attached offer (Exhibit 1) to acquire the Lisle Vacant Lot for \$60,000, which is the amount of the listing price for the property.

## 2. DISCUSSION.

### 2.1. The sale should be approved because the Debtor has a sound business purpose for selling the Lisle Property.

A debtor-in-possession, “after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b). A debtor’s sale of its assets should be authorized pursuant to § 363(b)(1) of the Bankruptcy Code if a sound business purpose exists for doing so. *See, e.g., In re Schipper*, 933 F. 2d 513, 515 (7th Cir. 1991); *Stephens Indus., Inc. v. McClung*, 789 F.2d 386, 390 (6th Cir. 1986); *In re Lionel Corp.*, 722 F.2d 1063, 1070 (2d Cir. 1983).

Once a debtor articulates a valid business justification for the sale of its assets, there “is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.” *In re S.N.A. Nut Co.*, 186 B.R. 98 (Bankr. N.D. Ill. 1995); *see also In re Integrated Resources, Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1992); *Priddy v. Edelman*, 679 F. Supp. 1425, 1434 (E.D. Mich. 1988), *aff’d* 883 F.2d 438 (6th Cir. 1989) (“the ‘business judgment rule’ creates a presumption that directors have acted in accordance with their fiduciary obligations on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company”); *In re Johns-Manville Corp.*, 60 B.R. 612, 615-16

(Bankr. S.D.N.Y. 1986) (“a presumption of reasonableness attaches to a Debtor’s management decisions”).

Courts consider the several factors to determine whether a proposed sale is an exercise of a debtor’s sound business judgment: (a) whether a sound business reason exists for the proposed sale; (b) whether fair and reasonable consideration is provided; (c) whether the sale has been proposed and negotiated in good faith; and (d) whether adequate and reasonable notice is provided. *In re Eng’g Prods. Co.*, 121 B.R. 246, 247–49 (Bankr. E.D. Wis. 1990).

The Debtor’s proposed sale of the Lisle Vacant Lot satisfies each of the *Engineering Products* factors. First, the Debtor has a sound business reason to sell the property: to help fund his chapter 11 plan and repay creditors. Second, fair and reasonable consideration will be paid. The Purchaser offered \$60,000 for the Lisle Vacant Lot, which was the asking price set by the local real estate broker hired by the Debtor from @properties. The Debtor does not expect to receive a better offer.

Third, the sale to the Purchaser has been proposed and negotiated in good faith. Although the Purchaser is a real estate developer owned by the step-grandson of Ann Marie Barry, the Debtor’s deceased sister who established the trust that holds the largest claim against the Debtor,<sup>2</sup> the Debtor was not aware of the Purchaser’s interest in the property until after the offer had been submitted. Furthermore, the Purchaser agreed to pay the listing price for the property and the listing price was set based upon market conditions that @properties evaluated.

Also, the Debtor will not receive any benefit from the sale other than the consideration being paid. Last, adequate notice of the sale will be provided. The Debtor sent notice of this motion and the proposed sale to all creditors and parties in interest.

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<sup>2</sup> The beneficiaries of the Barry Trust are step-cousins of the owner of the purchaser.

Because the sale of the Lisle Vacant Lot is an exercise of the Debtor's sound business judgment, the sale should be approved.

**2.2. The sale should be free and clear of interests.**

43. A debtor-in-possession may sell estate assets free and clear of any interest in the asset only if:

- (1) applicable non-bankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

Under this provision, the Debtor may sell the Lisle Vacant Lot free and clear of all liens, claims, interests, and encumbrances, except for any liabilities specifically assumed. To the best of the Debtor's knowledge, information, and belief, no entity claims an interest in the Lisle Vacant Lot. To the extent an interest holder is discovered, the holder will be paid in full from the sale proceeds or its interest will attach to the proceeds of the property. The sale will therefore comply with § 363(f), and the Court should approve the sale free and clear of all interests, with any interests attaching to the sale proceeds.

**2.3. The parties are entitled to a good-faith finding under 11 U.S.C. § 363(m).**

The reversal or modification on appeal of an authorization under § 363(b) of a sale of property does not affect the validity of the sale to an entity that purchased the property in good faith, unless the authorization and sale were stayed pending appeal. 11 U.S.C. § 363(m). Although the Bankruptcy Code does not define a "good



faith” purchaser, courts have found that “the phrase encompasses one who purchases in ‘good faith’ and for ‘value.’” *In re Abbotts Dairies*, 788 F.2d 143, 147 (3d Cir. 1986). To constitute lack of good faith, a party’s conduct must usually amount to “fraud, collusion between the purchaser and other bidders or the trustee or an attempt to take grossly unfair advantage of other bidders.” *Id.* (citing *In re Rock Indus. Mach. Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978)). See also *In re Bedford Springs Hotel, Inc.*, 99 B.R. 302, 305 (Bankr. W.D. Pa. 1989); *In re Perona Bros., Inc.*, 186 B.R. 833, 839 (D.N.J. 1995). Due to the absence of a bright line test for good faith, the determination is based on the facts of each case, concentrating on the “integrity of [an actor’s] conduct during the sale proceedings.” *In re Pisces Leasing Corp.*, 66 B.R. 671, 673 (E.D.N.Y. 1986) (quoting *Rock Indus.*, 572 F.2d at 1198).

In this case, the Debtor submits the Purchaser has acted in good faith with respect to the proposed sale and will continue to do so. The marketing process ensured that the Purchaser offered the Debtor the value of the Lisle Vacant Lot. Further, the Purchaser agreed to pay the listing price for the property and there has been no collusion. The Debtor therefore submits that the buyer is entitled to a good-faith finding under § 363(m).

#### **2.4. Payment of Commission.**

On July 17, 2017, the Debtor filed a motion (**Exhibit 2**) to retain At World Properties LLC (the “Broker”) as Real Estate Broker to Market and Sell the Lisle Property, Effective as of May 2, 2017 (Dkt No.239) and to pay the Broker a commission of 5% for the sale of that property. On August 8, 2017, the Court entered an Order granting the Debtor’s application to retain the Broker. (Dkt. No. 249). Furthermore, on September 12, 2017, the Court entered an Order authorizing the Debtor to accept an offer for the property at 1207 Lisle Place, Lisle, Illinois from a purchaser procured by the Broker.

Through this Motion, the Debtor would like to amend the order of August 8, 2017, to also authorize the Debtor to use the Broker's services to sell the Lisle Vacant Lot and to pay the broker the same 5% commission for the sale, under the same terms and conditions referenced in the motion the Debtor filed on July 17, 2017, which the Court approved on August 8, 2017.

## 2.5. Shortened Notice

Bankruptcy Rule 2002(a), specifies that creditors should receive at least 21 days' notice of a motion to sell property outside of the ordinary course of business. Bankruptcy Rule 9006, however, directs that the notice period may be shortened for cause. The Debtor contends there is ample cause to shorten the referenced notice period to 7 days. The Debtor also reasonably believes that further delay will impair his ability to close on the sale with the purchaser identified on Exhibit A.

**Wherefore**, the Debtor respectfully requests that the Court (a) authorize the sale of the Lisle Vacant Lot for \$60,000 to the Buyer, (b) modify the order authorizing the Debtor to retain @ properties to include the sale of the Lisle Vacant Lot and authorize the Debtor to pay a 5% commission to the broker, and (c) grant such further relief as is appropriate in the circumstances.

Dated: September 19, 2017

Respectfully submitted,

**Lawrence D. Fromelius**

By: /s/ William J. Factor  
One of His Attorneys

William J. Factor (6205675)  
Jeffrey K. Paulsen (6300528)  
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# Exhibit 1



# MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".

2 Buyer Name(s) *[please print]* Barriere Construction, LLC

3 Seller Name(s) *[please print]* \_\_\_\_\_

4 **If Dual Agency Applies, Complete Optional Paragraph 31.**

5 **2. THE REAL ESTATE:** Real Estate shall be defined as the property, all improvements, the fixtures and Personal  
6 Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate  
7 with approximate lot size or acreage of \_\_\_\_\_ per survey commonly known as:  
8 Lot 10, Lisle Pl, Lisle, IL 60532

9 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
10 Dupage \_\_\_\_\_ 0810221004

11 County \_\_\_\_\_ Unit # (If applicable) \_\_\_\_\_ Permanent Index Number(s) of Real Estate \_\_\_\_\_

12 **If Condo/Coop/Townhome Parking is Included:** # of spaces(s) \_\_\_\_\_; identified as Space(s) # \_\_\_\_\_;  
13 *[check type]* ☐ deeded space, PIN: \_\_\_\_\_ ☐ limited common element ☐ assigned space.

14 **3. PURCHASE PRICE:** The Purchase Price shall be \$ 60,000. After the payment of  
15 Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at  
16 Closing in "Good Funds" as defined by law.

17 **4. EARNEST MONEY:** Earnest Money shall be held in trust for the mutual benefit of the Parties by *[check one]*:

18 ☒ Seller's Brokerage; ☐ Buyer's Brokerage; ☐ As otherwise agreed by the Parties, as "Escrowee".

19 Initial Earnest Money of \$ 2,500 shall be tendered to Escrowee on or before 2 day(s) after Date  
20 of Acceptance. Additional Earnest Money of \$ \_\_\_\_\_ shall be tendered by \_\_\_\_\_, 20 \_\_\_\_.

21 **5. FIXTURES AND PERSONAL PROPERTY AT NO ADDITIONAL COST:** All of the fixtures and included Personal  
22 Property are owned by Seller and to Seller's knowledge are in operating condition on the Date of Acceptance,  
23 unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing,  
24 and well systems together with the following items of Personal Property at no additional cost by Bill of Sale at  
25 Closing *[Check or enumerate applicable items]*:

<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Central Humidifier	<input type="checkbox"/> Light Fixtures, as they exist
<input type="checkbox"/> Oven/Range/Stove	<input type="checkbox"/> Window Air Conditioner(s)	<input type="checkbox"/> Water Softener (owned)	<input type="checkbox"/> Built-in or attached shelving
<input type="checkbox"/> Microwave	<input type="checkbox"/> Ceiling Fan(s)	<input type="checkbox"/> Sump Pump(s)	<input type="checkbox"/> All Window Treatments & Hardware
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Intercom System	<input type="checkbox"/> Electronic or Media Air Filter(s)	<input type="checkbox"/> Existing Storms and Screens
<input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Backup Generator System	<input type="checkbox"/> Central Vac & Equipment	<input type="checkbox"/> Fireplace Screens/Doors/Grates
<input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Security System(s) (owned)	<input type="checkbox"/> Fireplace Gas Log(s)
<input type="checkbox"/> Washer	<input type="checkbox"/> Outdoor Shed	<input type="checkbox"/> Garage Door Opener(s)	<input type="checkbox"/> Invisible Fence System, Collar & Box
<input type="checkbox"/> Dryer	<input type="checkbox"/> Planted Vegetation	<input type="checkbox"/> with all Transmitters	<input type="checkbox"/> Smoke Detectors
<input type="checkbox"/> Attached Gas Grill	<input type="checkbox"/> Outdoor Play Set(s)	<input type="checkbox"/> All Tacked Down Carpeting	<input type="checkbox"/> Carbon Monoxide Detectors

35 **Other Items Included at No Additional Cost:** AS-IS

36 **Items Not Included:** \_\_\_\_\_

37 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in  
38 operating condition at Possession except: \_\_\_\_\_.

39 A system or item shall be deemed to be in operating condition if it performs the function for which it is  
40 intended, regardless of age, and does not constitute a threat to health or safety.

41 **If Home Warranty will be provided, complete Optional Paragraph 34.**

Buyer Initial DS MB tial \_\_\_\_\_

Address: Lot 10, Lisle Pl, Lisle, IL 60532

Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_

44 **6. CLOSING:** Closing shall be on 10 days from court approval or at such time as mutually agreed by the  
 45 Parties in writing. Closing shall take place at the escrow office of the title company (or its issuing agent) that will  
 46 issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall be agreed mutually by the Parties.

47 **7. POSSESSION:** Unless otherwise provided in Paragraph 40, Seller shall deliver possession to Buyer at Closing.  
 48 Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys  
 49 to the Real Estate to Buyer or to the office of the Seller's Brokerage.

50 **8. MORTGAGE CONTINGENCY:** If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 36 a) OR  
 51 Paragraph 36 b) MUST BE USED. If any portion of Paragraph 36 is used, the provisions of this Paragraph 8 are NOT APPLICABLE.

52 This Contract is contingent upon Buyer obtaining a *[check one]* ☐ fixed; ☐ adjustable; *[check one]* ☐ conventional;  
 53 ☐ FHA/VA (if FHA/VA is chosen, complete Paragraph 37); ☐ other \_\_\_\_\_ loan for \_\_\_\_\_ %  
 54 of the Purchase Price, plus private mortgage insurance (PMI), if required, with an interest rate (initial rate if an  
 55 adjustable rate mortgage used) not to exceed \_\_\_\_\_ % per annum, amortized over not less than \_\_\_\_\_ years.  
 56 Buyer shall pay loan origination fee and/or discount points not to exceed \_\_\_\_\_ % of the loan amount. Buyer  
 57 shall pay usual and customary processing fees and closing costs charged by lender. (Complete Paragraph 35 if  
 58 closing cost credits apply).

59 Buyer shall make written loan application within five (5) Business Days after the Date of Acceptance; **failure to**  
 60 **do so shall constitute an act of Default under this Contract. [Complete both a) and b)]:**

61 a) Not later than \_\_\_\_\_, 20\_\_\_\_, (if no date is inserted, the date shall be twenty-one (21) days after  
 62 the Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution  
 63 confirming that Buyer has provided to such lending institution an "Intent to Proceed" as that term is defined  
 64 in the rules of the Consumer Financial Protection Bureau and has paid all lender application and appraisal  
 65 fees. If Buyer is unable to provide such written evidence, Seller shall have the option of declaring this  
 66 Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date  
 67 specified herein or any extension date agreed to by the Parties in writing.

68 b) Not later than \_\_\_\_\_, 20\_\_\_\_, (if no date is inserted, the date shall be sixty (60) days after the  
 69 Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution  
 70 confirming that Buyer has received a written mortgage commitment for the loan referred to above. If Buyer  
 71 is unable to provide such written evidence either Buyer or Seller shall have the option of declaring this  
 72 Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date  
 73 specified herein or any extension date agreed to by the Parties in writing.

74 **A Party causing delay in the loan approval process shall not have the right to terminate under either of the**  
 75 **preceding paragraphs. In the event neither Party elects to declare this Contract terminated as of the latter of**  
 76 **the dates specified above (as may be amended from time to time), then this Contract shall continue in full**  
 77 **force and effect without any loan contingencies.**

78 **Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or**  
 79 **closing of Buyer's existing real estate.** Buyer shall be deemed to have satisfied the financing conditions of this  
 80 paragraph if Buyer obtains a loan commitment in accordance with the terms of this paragraph even though the  
 81 loan is conditioned on the sale and/or closing of Buyer's existing real estate.

82 **9. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:

83 *[check one]* ☐ has ☐ has not received a completed Illinois Residential Real Property Disclosure;  
 84 *[check one]* ☐ has ☐ has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home";  
 85 *[check one]* ☐ has ☐ has not received a Lead-Based Paint Disclosure;  
 86 *[check one]* ☐ has ☐ has not received the IEEMA, "Radon Testing Guidelines for Real Estate Transactions";

Buyer Initial ial \_\_\_\_\_  
 Address: , Lot 10, Lisle Pl, Lisle, IL 60532

Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_

87 [check one] ☐ has ☐ has not received the Disclosure of Information on Radon Hazards.

88 **10. PRORATIONS:** Proratable items shall include without limitation, rents and deposits (if any) from tenants;  
 89 Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer; and  
 90 Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable).  
 91 Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller  
 92 represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are \$ \_\_\_\_\_  
 93 per \_\_\_\_\_ (and, if applicable Master/Umbrella Association fees are \$ \_\_\_\_\_ per \_\_\_\_\_).  
 94 Seller agrees to pay prior to or at Closing any special assessments (by any association or governmental entity)  
 95 confirmed prior to the Date of Acceptance. Special Assessment Area or Special Service Area installments due  
 96 after the year of Closing shall not be proratable items and shall be paid by Buyer. The general Real Estate taxes  
 97 shall be prorated as of the date of Closing based on 100 % of the most recent ascertainable full year tax bill. All  
 98 prorations shall be final as of Closing, except as provided in Paragraph 22. If the amount of the most recent  
 99 ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior freeze or senior  
 100 deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the  
 101 appropriate governmental entity, before or after Closing, to preserve said exemption(s). The requirements of  
 102 this Paragraph shall survive the Closing.

103 **11. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective  
 104 Parties, by Notice, may:

- 105 a) Approve this Contract; or  
 106 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or  
 107 c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of  
 108 Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed  
 109 modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract  
 110 shall be null and void; or  
 111 d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may  
 112 declare this Contract null and void and this Contract shall remain in full force and effect.

113 **Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 11 c). If Notice is not**  
 114 **served within the time specified herein, the provisions of this paragraph shall be deemed waived by the**  
 115 **Parties and this Contract shall remain in full force and effect.**

116 **12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** Buyer may conduct at Buyer's expense (unless  
 117 otherwise provided by governmental regulations) any or all of the following inspections of the Real Estate by  
 118 one or more licensed or certified inspection services: home, radon, environmental, lead-based paint, lead-based  
 119 paint hazards or wood-destroying insect infestation.

- 120 a) Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute defects  
 121 and are not a part of this contingency. **The fact that a functioning major component may be at the end of**  
 122 **its useful life shall not render such component defective for purposes of this paragraph.** Buyer shall  
 123 indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of  
 124 negligence of Buyer or any person performing any inspection. The home inspection shall cover only the  
 125 major components of the Real Estate, including but not limited to central heating system(s), central cooling  
 126 system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors,  
 127 appliances and foundation. A major component shall be deemed to be in operating condition if it performs  
 128 the function for which it is intended, regardless of age, and does not constitute a threat to health or safety. If  
 129 radon mitigation is performed, Seller shall pay for any retest.

Buyer Initial  ial \_\_\_\_\_  
 Address: , Lot 10, Lisle Pl, Lisle, IL 60532

Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_

v6.1

- b) Buyer shall serve Notice upon Seller or Seller's attorney of any defects disclosed by any inspection for which Buyer requests resolution by Seller, together with a copy of the pertinent pages of the inspection reports within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of Acceptance written agreement is not reached by the Parties with respect to resolution of all inspection issues, then either Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be null and void.
- c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Said Notice shall not include any portion of the inspection reports unless requested by Seller.
- d) **Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain in full force and effect.**
- 13. HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business Days after the Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves Notice with proof of same to Seller within time specified, this Contract shall be null and void. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.**
- 14. FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area. **If Notice of the option to declare contract null and void is not given to Seller within ten (10) Business Days after the Date of Acceptance or by the time specified in Paragraph 8 b), whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.** Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.
- 15. CONDOMINIUM/Common Interest Associations:** (If applicable) The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.
- a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and utility easements including any easements established by or implied from the Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.
- b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to the Date of Acceptance.
- c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between the Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.
- d) Seller shall, within five (5) Business Days from the Date of Acceptance, apply for those items of disclosure upon sale as described in the Illinois Condominium Property Act, and provide same in a timely manner, but no later than the time period provided for by law. This Contract is subject to the condition that Seller be able

Buyer Initial  tial \_\_\_\_\_  
Address: , Lot 10, Lisle Pl, Lisle, IL 60532

Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_



to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or additional documentation, Buyer agrees to comply with same.

e) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the premises or would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days after the receipt of the documents and information required by this Paragraph, listing those deficiencies which are unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.

f) Seller shall not be obligated to provide a condominium survey.

g) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

**16. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's Designated grantee good and merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.

**17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by municipal ordinance shall be paid by the Party designated in such ordinance.

b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

**18. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 16. The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. **If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments.** If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

**19. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a condominium (see Paragraph 15) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of

Buyer Initial  tial \_\_\_\_\_  
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Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_

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Survey that conforms to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Plat of Survey shall include the following statement placed near the professional land surveyor's seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable.

**20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified by this paragraph.

**21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal Property are in substantially the same condition as of the Date of Acceptance, normal wear and tear excepted.

**22. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed for the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

**23. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing. Seller represents that with respect to the Real Estate Seller has no knowledge of nor has Seller received any written notice from any association or governmental entity regarding:

- a) zoning, building, fire or health code violations that have not been corrected;
- b) any pending rezoning;
- c) boundary line disputes;
- d) any pending condemnation or Eminent Domain proceeding;
- e) easements or claims of easements not shown on the public records;
- f) any hazardous waste on the Real Estate;
- g) any improvements to the Real Estate for which the required initial and final permits were not obtained;
- h) any improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment; or
- i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.

Seller further represents that:

Buyer Initial  Address: , Lot 10, Lisle Pl, Lisle, IL 60532

Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_

259 [Initials] There **[check one]** ☐ is ☒ is not a pending or unconfirmed special assessment  
 260 Estate by any association or governmental entity payable by Buyer after the date of Closing.  
 261 [Initials] The Real Estate **[check one]** ☐ is ☒ is not located within a Special Assessment Area or  
 262 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.  
 263 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of  
 264 matters that require modification of the representations previously made in this Paragraph 23, Seller shall  
 265 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may  
 266 terminate this Contract by Notice to Seller and this Contract shall be null and void.

267 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal  
 268 holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

269 **25. FACSIMILE OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of  
 270 executing, negotiating, and finalizing this Contract, and delivery thereof by one of the following methods shall  
 271 be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be  
 272 produced by scanning an original, hand-signed document and transmitting same by facsimile. An acceptable  
 273 digital signature may be produced by use of a qualified, established electronic security procedure mutually  
 274 agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually  
 275 acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating  
 276 the digital signature and sending same by electronic mail.

277 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this  
 278 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money  
 279 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of  
 280 competent jurisdiction."

281 In the event either Party has declared the Contract null and void or the transaction has failed to close as  
 282 provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court  
 283 order, the Escrowee may elect to proceed as follows:

- 284 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days  
 285 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee  
 286 intends to disburse in the absence of any written objection. If no written objection is received by the date  
 287 indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice  
 288 to the Parties. **If any Party objects in writing** to the intended disbursement of Earnest Money then Earnest  
 289 Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a  
 290 court of competent jurisdiction.  
 291 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after  
 292 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds  
 293 deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable  
 294 attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to  
 295 reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify  
 296 Escrowee for additional costs and fees incurred in filing the Interpleader action.

297 **27. NOTICE:** Except as provided in Paragraph 32 c) 2) regarding the manner of service for "kick-out" Notices, all  
 298 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to  
 299 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 300 a) By personal delivery; or

Buyer Initial  Address: , Lot 10, Lisle Pl, Lisle, IL 60532

Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_

- b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract; or
- e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

**28. PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

**29. CHOICE OF LAW AND GOOD FAITH:** All terms and provisions of this Contract including but not limited to the Attorney Review and Professional Inspection paragraphs shall be governed by the laws of the State of Illinois and are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

**30. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS initialed by the Parties and the following additional attachments, if any: \_\_\_\_\_

**OPTIONAL PROVISIONS (Applicable ONLY if initialed by all Parties)**

*[Initials]* \_\_\_\_\_ **31. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to \_\_\_\_\_ (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

\_\_\_\_\_ **32. SALE OF BUYER'S REAL ESTATE:**

**a) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:

- 1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:

Address	City	State	Zip
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- 2) Buyer *[check one]* ☐ has ☐ has not entered into a contract to sell Buyer's real estate.

If Buyer has entered into a contract to sell Buyer's real estate, that contract:

a) *[check one]* ☐ is ☐ is not subject to a mortgage contingency.

b) *[check one]* ☐ is ☐ is not subject to a real estate sale contingency.

c) *[check one]* ☐ is ☐ is not subject to a real estate closing contingency.

- 3) Buyer *[check one]* ☐ has ☐ has not listed Buyer's real estate for sale with a licensed real estate broker and in a local multiple listing service.

- 4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing service, Buyer *[check one]*:

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Address: , Lot 10, Lisle Pl, Lisle, IL 60532

Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_

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- a) ☐ Shall list real estate for sale with a licensed real estate broker who will place it in a local multiple listing service within five (5) Business Days after Date of Acceptance.

**[For information only]** Broker: \_\_\_\_\_

Broker's Address: \_\_\_\_\_ Phone: \_\_\_\_\_

- b) ☐ Does not intend to list said real estate for sale.

**b) CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**

- 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of \_\_\_\_\_, 20 \_\_\_\_\_. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. **If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 32, and this Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must be completed.)**
  - 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 32 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before \_\_\_\_\_, 20 \_\_\_\_\_. **If Notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this Paragraph 32, and this Contract shall remain in full force and effect.**
  - 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 32 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 32 b) 1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. **Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 32 and complies with Paragraph 32 d), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.**
- c) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:
- 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph 32 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have \_\_\_\_\_ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 32 b), subject to Paragraph 32 d).
  - 2) Seller's Notice to Buyer (commonly referred to as a 'kick-out' Notice) shall be in writing and shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such 'kick-out' Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
    - a) By personal delivery effective at the time and date of personal delivery; or
    - b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10:00 A.M. on the morning of the second day following deposit of Notice in the U.S. Mail; or

Buyer Initial  tial \_\_\_\_\_  
Address: , Lot 10, Lisle Pl, Lisle, IL 60532

Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_

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c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4:00 P.M. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.

- 3) If Buyer complies with the provisions of Paragraph 32 d) then this Contract shall remain in full force and effect.
- 4) If the contingencies set forth in Paragraph 32 b) are NOT waived in writing, within said time period by Buyer, this Contract shall be null and void.
- 5) Except as provided in Paragraph 32 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.
- 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

**d) WAIVER OF PARAGRAPH 32 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in Paragraph 32 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest money in the amount of \$ \_\_\_\_\_ in the form of a cashier's or certified check within the time specified. **If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed ineffective and this Contract shall be null and void.**

**e) BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations contained in Paragraph 32 at any time, and Buyer agrees to cooperate in providing relevant information.

**33. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before \_\_\_\_\_, 20\_\_\_\_. **In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void. Seller's notice to the purchaser under the prior contract should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been satisfied or waived.**

**34. HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost of \$ \_\_\_\_\_. Evidence of a fully pre-paid policy shall be delivered at Closing.

**35. CREDIT AT CLOSING:** Provided Buyer's lender permits such credit to show on the HUD-1 Settlement Statement or Closing Disclosure, **and if not, such lesser amount as the lender permits**, Seller agrees to \_\_\_\_\_ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

**36. TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE MORTGAGE CONTINGENCY PARAGRAPH 8 SHALL APPLY. CHOOSE ONLY ONE:**

a) **Transaction With No Mortgage (All Cash):** If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate.**

Buyer Initial  ial \_\_\_\_\_  
Address: , Lot 10, Lisle Pl, Lisle, IL 60532

Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_

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b) \_\_\_\_\_ **Transaction, Mortgage Allowed:** If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee. **Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate.**

\_\_\_\_\_ **37. VA OR FHA FINANCING:** If Buyer is seeking VA or FHA financing, **required FHA or VA amendments and disclosures shall be attached to this Contract.** If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP) shall be paid by Buyer and *[check one]* ☐ shall ☐ shall not be added to the mortgage loan amount.

\_\_\_\_\_ **38. WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of remedying a defect or deficiency and the cost of landscaping together exceed \$3,000.00, and if the Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

\_\_\_\_\_ **39. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 12, within ten (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the report to proceed with the purchase or to declare this Contract null and void.

\_\_\_\_\_ **40. POST CLOSING POSSESSION:** Possession shall be delivered no later than 11:59 P.M. on the date that is \_\_\_\_\_ days after the date of Closing ("the Possession Date"). Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until delivery of possession. Seller shall

Buyer Initial  tial \_\_\_\_\_  
Address: , Lot 10, Lisle Pl, Lisle, IL 60532

Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_

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471 deposit in escrow at Closing with \_\_\_\_\_, [check one] ☐ one percent (1%)  
 472 of the Purchase Price or ☐ the sum of \$ \_\_\_\_\_ to be paid by Escrowee as follows:  
 473 a) The sum of \$ \_\_\_\_\_ per day for use and occupancy from and including the day after Closing to  
 474 and including the day of delivery of Possession, if on or before the Possession Date;  
 475 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after  
 476 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and  
 477 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have been  
 478 satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow  
 479 <sup>DS</sup> \_\_\_\_\_ to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

480 <sup>DS</sup> \_\_\_\_\_ **41. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its "As  
 481 Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with  
 482 respect to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those  
 483 known defects, if any, disclosed by Seller. Buyer may conduct an inspection at Buyer's expense. In that event, Seller  
 484 shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller and hold  
 485 Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person  
 486 performing any inspection. **In the event the inspection reveals that the condition of the Real Estate is**  
 487 **unacceptable to Buyer and Buyer so notifies Seller within five (5) Business Days after the Date of Acceptance,**  
 488 **this Contract shall be null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and**  
 489 **Buyer shall not be obligated to send the inspection report to Seller absent Seller's written request for same.**  
 490 **Failure of Buyer to notify Seller or to conduct said inspection operates as a waiver of Buyer's right to terminate**  
 491 **this Contract under this paragraph and this Contract shall remain in full force and effect.** Buyer acknowledges  
 492 that the provisions of Paragraph 12 and the warranty provisions of Paragraph 5 do not apply to this Contract.

493 \_\_\_\_\_ **42. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real  
 494 Estate by \_\_\_\_\_  
 495 Buyer's Specified Party, within five (5) Business Days after the Date of Acceptance. In the event Buyer's Specified  
 496 Party does not approve of the Real Estate and Notice is given to Seller within the time specified, this Contract shall  
 497 be null and void. If Notice is not served within the time specified, this provision shall be deemed waived by the  
 498 Parties and this Contract shall remain in full force and effect.

499 \_\_\_\_\_ **43. INTEREST BEARING ACCOUNT:** Earnest money (with a completed W-9 and other  
 500 required forms), shall be held in a federally insured interest bearing account at a financial institution designated  
 501 by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer. **Buyer**  
 502 **shall be responsible for any administrative fee (not to exceed \$100) charged for setting up the account.** In  
 503 anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10) Business Days  
 504 prior to the anticipated Closing date.

505 \_\_\_\_\_ **44. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the  
 506 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and  
 507 with such additional terms as either Party may deem necessary, providing for one or more of the following [check applicable boxes]:

508 <input type="checkbox"/> Articles of Agreement for Deed	<input type="checkbox"/> Assumption of Seller's Mortgage	<input type="checkbox"/> Commercial/Investment
509 <input type="checkbox"/> or Purchase Money Mortgage	<input type="checkbox"/> Cooperative Apartment	<input type="checkbox"/> New Construction
510 <input type="checkbox"/> Short Sale	<input type="checkbox"/> Tax-Deferred Exchange	<input type="checkbox"/> Vacant Land

Buyer Initial <sup>DS</sup> \_\_\_\_\_ al \_\_\_\_\_  
 Address: , Lot 10, Lisle Pl, Lisle, IL 60532

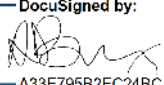
Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_

511 **THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.**

512 **THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL**

513 **MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1.**

514 9/14/2017

515 DocuSigned by:	DATE OF ACCEPTANCE
516 	
517 A33E795B2EC24BC...	Seller Signature
518	
519 Buyer Signature	Seller Signature
520 Barriere Construction, LLC	
521 Print Buyer(s) Name(s) [Required]	Print Seller(s) Name(s) [Required]
522 515 Austin St	
523 Address	Address
524 Downers Grove, IL 60515	
525 City State Zip	City State Zip
526	
527 Phone E-mail	Phone E-mail
528	
529 john greene Realtor 23120 477.010420	
530 Buyer's Brokerage MLS # State License #	Seller's Brokerage MLS # State License #
531 1311 S Route 59, Naperville, IL 60564	
532 Address City Zip	Address City Zip
533 Trevor Pauling 240027 475156318	
534 Buyer's Designated Agent MLS # State License #	Seller's Designated Agent MLS # State License #
535 630.217.3728	
536 Phone Fax	Phone Fax
537 trevorpauling@johngreenerealtor.com	
538 E-mail	E-mail
539 Dean Kleronomos djk@lawoswego.com	
540 Buyer's Attorney E-mail	Seller's Attorney E-mail
541 2679 U.S. Route 34 Oswego, Illinois 60543	
542 Address City State Zip	Address City State Zip
543 630-554-1920	
544 Phone Fax	Phone Fax
545	
546 Mortgage Company Phone	Homeowner's/Condo Association (if any) Phone
547	
548 Loan Officer Phone/Fax	Management Co./Other Contact Phone
549	
550 Loan Officer E-mail	Management Co./Other Contact E-mail

551 **Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.**

552 **Seller rejection:** This offer was presented to Seller on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_:\_\_\_\_ A.M./P.M. and rejected on \_\_\_\_\_

553 \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_:\_\_\_\_ A.M./P.M. \_\_\_\_\_ [Seller Initials]

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555 [www.irela.org](http://www.irela.org) (website of Illinois Real Estate Lawyers Association). Approved by the following organizations, September 2015: Illinois Real Estate Lawyers Association · DuPage County Bar Association ·

556 McHenry County Bar Association · Northwest Suburban Bar Association · Will County Bar Association · Belvidere Board of REALTORS® · Chicago Association of REALTORS® · Heartland REALTOR®

557 Organization · Hometown Association of REALTORS® · Illini Valley Association of REALTORS® · Kankakee-Iroquois-Ford County Association of REALTORS® · Mainstreet Organization of

558 REALTORS® · North Shore-Barrington Association of REALTORS® · Oak Park Area Association of REALTORS® · REALTOR® Association of the Fox Valley, Inc. · Three Rivers Association of

559 REALTORS®

DS

Buyer Initial  ial \_\_\_\_\_

Address: , Lot 10, Lisle Pl, Lisle, IL 60532

Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_



# Exhibit 2

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re:

**Lawrence D. Fromelius,**  
Debtor.

Chapter 11

Bankruptcy No. 15-22373

Honorable Donald R. Cassling

**NOTICE OF APPLICATION**

**Please take notice** that on **July 25, 2017, at 10:00 a.m.** or as soon thereafter as counsel may be heard, the undersigned attorneys shall appear before the Honorable Donald R. Cassling, United States Bankruptcy Judge for the Northern District of Illinois, in Courtroom 619 of the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois, and then and there shall present the **Debtor's Application to Employ At World Properties LLC as Real Estate Broker to Market and Sell the Lisle Property, Effective as of May 2, 2017**, a copy of which is attached hereto and herewith served upon you.

Dated: July 18, 2017

**Lawrence D. Fromelius**

By: /s/ Jeffrey K. Paulsen

One of His Attorneys

William J. Factor (6205675)

Jeffrey K. Paulsen (6300528)

**FACTORLAW**

105 W. Madison, Suite 1500

Chicago, IL 60602

Tel: (847) 239-7248

Fax: (847) 574-8233

Email: wfactor@wfactorlaw.com

jpaulsen@wfactorlaw.com

## CERTIFICATE OF SERVICE

I, Jeffrey K. Paulsen, an attorney, hereby certify that on July 18, 2017, pursuant to Section II.B.4 of the Administrative Procedures for the Case Management/Electronic Case Filing System and Fed.R.Civ.P. 5(a), I caused a copy of the foregoing *Notice of Application* and the accompanying *Application* to be served electronically through the Court's Electronic Notice for Registrants on all persons identified as Registrants on the below Service List.

/s/ Jeffrey K. Paulsen

## SERVICE LIST

### Registrants in the Case (Service via ECF)

Abraham Brustein, ESQ	abrustein@dimonteandlizak.com, jjarke@dimontelaw.com
William J. Factor	wfactor@wfactorlaw.com, wfactorlaw@gmail.com, bharlow@wfactorlaw.com, wfactor@ecf.inforuptcy.com, wfactormyecfmail@gmail.com
Sarah Fowler	sarah.fowler@icemiller.com, Kathy.Chulchian@icemiller.com
Ariane Holtschlag	aholtschlag@wfactorlaw.com, bharlow@wfactorlaw.com, gsullivan@ecf.inforuptcy.com
Patrick S. Layng	USTPRegion11.ES.ECF@usdoj.gov
Jeffrey K. Paulsen	jpaulsen@wfactorlaw.com, bharlow@wfactorlaw.com, jpaulsen@ecf.inforuptcy.com
Victoria E. Powers	victoria.powers@icemiller.com, Deborah.Wolf@icemiller.com
Julia Jensen Smolka	jjensen@dimonteandlizak.com, dlathom@dimontelaw.com
Christopher B. Wick	cwick@hahnlaw.com, hlpcr@hahnlaw.com

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re:

**Lawrence D. Fromelius,**  
Debtor.

Chapter 11

Bankruptcy No. 15-22373

Honorable Donald R. Cassling

**DEBTOR'S APPLICATION TO EMPLOY AT WORLD PROPERTIES  
LLC AS REAL ESTATE BROKER TO MARKET AND SELL THE LISLE  
PROPERTY, EFFECTIVE AS OF MAY 2, 2017**

In order to facilitate this chapter 11 bankruptcy proceeding, Lawrence D. Fromelius (the "Debtor") seeks to employ At World Properties LLC ("@properties") as his real estate broker to assist in marketing and selling the Debtor's real estate in Lisle, Illinois, on the terms and conditions set forth in the Brokerage Agreement appended hereto as Exhibit A and in the Declaration of Dina DiSera (the "DiSera Declaration"), attached as Exhibit B.

**1. BACKGROUND.**

On June 29, 2015, the Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code. The Debtor remains in possession of his property and continues to operate and manage his affairs as debtor-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code.

Under his proposed chapter 11 plan, which creditors have accepted and which the Debtor expects to be confirmed shortly, the Debtor proposes to sell real estate he owns to generate funds to pay his creditors. One of the parcels to be sold is located at 1207 Lisle Place, Lisle, Illinois (the "Lisle Property"). The Debtor has decided to hire @properties to help market and to assist in the eventual sale of the Lisle Property. The Debtor believes that a robust marketing process managed by @properties will maximize the value of the Lisle Property for the bankruptcy estate.

The services that @properties will provide under the Brokerage Agreement (the “Services”) include, but are not limited to:

- Meeting with the Debtor to ascertain his goals, objections, and financial parameters;
- Helping the Debtor analyze and value competing offers and helping the Debtor determine the offer or offers that represent the highest and best for the Lisle Property;
- Providing testimony, either live or through affidavit, in Bankruptcy Court in connection with the Debtor’s efforts to obtain approval to sell the Lisle Property;
- Designing and executing a comprehensive marketing plan;
- Negotiating the terms of the sale of the Lisle Property at the Debtor’s direction and on the Debtor’s behalf; and
- Compiling any written information with respect to the Lisle Property, assisting in any due diligence inquiries, and using commercially reasonable efforts to market and sell the Lisle Property.

To the extent that any summary of the Brokerage Agreement provided herein is inconsistent with the Brokerage Agreement, the terms of the Brokerage Agreement control.

## **2. DISCUSSION.**

By this Application, the Debtor requests the entry of an order, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, authorizing him to retain @Properties as his exclusive real estate agent for the sale of the Lisle Property and approving the terms and conditions contained in the Brokerage Agreement between the Debtor and @properties, including the compensation terms.

### **2.1. The Debtor should be authorized to employ @properties.**

A debtor-in-possession may employ a professional person who is disinterested. 11 U.S.C. §§ 327(a), 328. A professional person has been described as a person playing a central role in or intimately involved with the administration of a debtor’s

estate. *In re D'Lites of Am., Inc.*, 108 Bankr. 352, 355 (Bankr. N.D. Ga. 1989). “Courts have generally taken the view that real estate agents and brokers, when acting on behalf of the debtor to sell real estate of the debtor, can be ‘professional persons’ falling within the ambit of section 327.” *F/S Airlease II, Inc. v. Simon*, 844 F.2d 99, 108 (3d Cir. 1988), *cert. denied*, 488 U.S. 852 (1988); *Eric Bram & Co. v. Blair Realty, Ltd.*, 1992 U.S. Dist. LEXIS 15446 (D.N.J. Oct. 5, 1992).

To be employed, a professional person must be disinterested. 11 U.S.C. § 327. A disinterested person is a person that: (a) is not a creditor, equity holder, or insider; (b) has not been an officer, director, or employee of the debtor within the last two years; and (c) does not have an interest materially adverse to the estate. *See* 11 U.S.C. § 101(14). The third prong has been considered to be duplicative of the no-adverse-interest requirement already found in § 327(a). *See Bank Brussels Lambert v. Coan (In re AroChem Corp.)*, 176 F.3d 610, 628–29 (2d Cir. 1999).

Under the facts as described herein and in the DiSera Declaration, the Debtor believes retention of @properties to provide the Services satisfies all of the applicable statutory standards enumerated above. The Debtor has selected @properties based on its experience and expertise in providing services for the purposes of monetizing real property assets. @properties has extensive experience in advising property owners and served as sales and marketing agents, working with real property assets, to numerous parties.

Further, as set forth in the DiSera Declaration, @properties believes that it is disinterested in that it is not a creditor of the Debtor and, except as set forth in the Declaration, @properties does not have any connections with the Debtor, its creditors, the United States Trustee or any person employed in the office of the United States Trustee, any other party in interest, or their respective attorneys or accountants that require disclosure.

The Debtor further requests that this Application be approved effective as of May 2, 2017. The Debtor is seeking retroactive employment so that @properties can seek, under §§ 330 and 503(b) of the Bankruptcy Code, compensation for fees and expenses incurred prior to entry of an order retaining @properties. The Seventh

Circuit has held that under appropriate circumstances, a court may retroactively approve the employment of professionals who render services for a debtor even absent strict compliance with § 327 of the Bankruptcy Code. *See In re Singson*, 41 F.3d 316, 319 (7th Cir. 1994).

Here, retroactive employment of @properties is appropriate. Prior to presentment of this application, @properties has and will continue to expend effort to advance the Debtor's chapter 11 case. Therefore, the Debtor submits that appropriate circumstances exist for authorizing retroactive employment.

## 2.2. @properties' compensation.

A debtor-in-possession may employ a professional under any reasonable terms and conditions. 11 U.S.C. § 328. The Brokerage Agreement between the Debtor and @properties compensates @properties on a commission basis. The commission is 5% of the selling price, plus \$350 for marketing expenses. @properties will not charge any other expenses to the Debtor.

Due to the nature of the Services, @properties does not intend to maintain detailed and contemporaneous records of the time expended in connection with marketing and selling the Lisle Property.

As part of the compensation payable to @properties under the Brokerage Agreement, the Debtor has also agreed to certain indemnification provisions. Subject to the provisions of the proposed order authorizing @properties' retention, the Debtor has agreed that the bankruptcy estate will indemnify @properties against all claims, disputes, litigation, expenses, and reasonable attorneys' fees arising from: (a) the Debtor's failure to disclose any facts, damage or material defects, latent or otherwise, relating to the Lisle Property; (b) any misrepresentation by the Debtor to @properties or purchaser; (c) any dispute between the Debtor and the purchaser or any third party, or a dispute between any third party and @properties arising out of performance of the Brokerage Agreement, including disputes as to the disposition of any earnest money deposit held by @properties; or (d) a breach of the Brokerage Agreement by the Debtor. The Debtor

will not, however, indemnify @properties for claims related to or arising from the negligence or intentional conduct of @properties.

The Debtor believes the indemnification provisions are customary and reasonable for restructuring professionals, both out-of-court and in chapter 11 cases, and reflects the qualifications and limitations on indemnification provisions that are customary. *See In re Magic Brands, LLC*, No. 10-11310 (BLS) (Bankr. D. Del. June 8, 2010) (authorizing indemnification of FTI Consulting Inc. by debtors); *In re Regent Commc'ns, Inc.*, No. 10-10632 (KG) (Bankr. D. Del. Mar. 22, 2010) (authorizing indemnification of Oppenheimer & Co. by debtors); *In re Premier Int'l Holdings Inc.*, No. 09-12019 (CSS) (Bankr. D. Del. Aug. 13, 2009) (authorizing indemnification of Peter J. Solomon Company by debtors); *In re Tropicana Entm't, LLC*, No. 08-10856 (KJC) (Bankr. D. Del. May 30, 2008) (authorizing indemnification of LF&Co. by debtors); *In re New Century TRS Holdings, Inc.*, No. 07-10416 (KJC) (Bankr. D. Del. Apr. 26, 2007) (same).

The Debtor submits that the terms and conditions of the Brokerage Agreement were negotiated by the Debtor and @properties at arm's length and in good faith. The Debtor respectfully submits the indemnification provisions, viewed in conjunction with the other terms of the retention, are reasonable and in the best interests of the Debtor, his estate, and creditors in light of the fact that the Debtor requires @properties' services to maximize the value of the estate for all parties in interest.

**Wherefore**, the Debtor respectfully request that the Court authorize the Debtor to employ @properties, effective as of May 2, 2017, to perform the Services on the terms and subject to the conditions set forth in this application and in the Brokerage Agreement, authorize the compensation set forth in the Brokerage Agreement, and grant such further relief as is appropriate under the circumstances.

Dated: July 18, 2017

**Lawrence D. Fromelius**

By: /s/ Jeffrey K. Paulsen  
One of His Attorneys

William J. Factor (6205675)  
Jeffrey K. Paulsen (6300528)



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[jpaulsen@wfactorlaw.com](mailto:jpaulsen@wfactorlaw.com)

# EXHIBIT A



**EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT**  
**THIS DOCUMENT IS INTENDED TO BE A BINDING CONTRACT**

**THIS EXCLUSIVE SALES MARKETING AGREEMENT** ("Agreement") is made and entered into as of May 2, 2017 (the "Effective Date"), by and between At World Properties, LLC d/b/a @properties ("@properties"), a licensed real estate broker, Lawrence Fromelius, as DIP in bankruptcy case 15-22373 ("Owner"), the owner of real property ("Property") described below. For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, Owner grants @properties the exclusive right to sell and market the Property. The parties agree that the following terms and conditions will govern the sale and marketing of the Property.

**1. Property:**

Address: 1207 Lisle Place Unit No: \_\_\_\_\_

City: Lisle, State: IL Zip: 60532 County: Dupage

Parking Space No: \_\_\_\_\_ (check all that apply) Deeded: ☐ Assigned: ☐ Limited Common Element: ☐ Indoor: ☐ Outdoor: ☐

Storage Space No: \_\_\_\_\_ (check all that apply) Deeded: ☐ Assigned: ☐ Limited Common Element: ☐

**2. Price:** \$ 240,000 ("List Price")

The List Price shall include hot water heater, plumbing and electrical fixtures; washer/dryer, sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting; built-in or stand alone kitchen appliances, equipment, and cabinets; storm and screen windows and doors; attached shutters, window treatment hardware, blinds and shades; shelving systems; fireplace screen; planted vegetation; garage door openers and \_\_\_\_\_ . The following items are specifically excluded: \_\_\_\_\_

**3. Term:** The term of this Agreement ("Term") shall commence on the Effective Date and continue until one year from the Effective Date. If the Effective Date is inadvertently left blank, the Effective Date shall be the date upon which the Agreement is fully executed and delivered. Upon expiration or termination, all obligations of both parties shall cease; provided, however, such termination shall not affect Owner's obligation to pay (or cause @properties to be paid) any and all Commissions (as defined below) or Lease Commissions (as defined below), along with all other amounts due @properties hereunder.

**4. @properties' Commission:** In the event @properties produces a buyer who is ready, willing and able to close on the Transfer of Property at the List Price or such other price as Owner accepts in a written contract, then Owner shall pay @properties a commission from the closing proceeds in the amount of six five percent (6.5%) of the purchase price ("Sale Commission") plus \$350 and \$ 00 for additional marketing expenses that will only be paid from the closing proceeds (collectively, "Additional Fee"). If this Agreement is cancelled or expires for any reason, Owner shall pay to @properties the Additional Fee upon demand. ~~@properties may elect to collect the Additional Fee from Owner prior to performance of the services required hereunder. In the event Owner enters into a lease agreement with a tenant during the term of this Agreement, Owner agrees to pay @properties a rental commission equivalent to the first month's rent ("Rental Commission") plus \$100 ("Additional Rental Fee"). In the event the term of a lease is for more than one year, @properties shall be paid, in addition to the Rental Commission, a sum equal to the first month's rent for each subsequent year, set forth in the lease (the "Additional Rental Commission"). In the event the Property is later purchased by such tenant, or an option to purchase is later granted to and exercised by such tenant (or such tenant's immediate family members), then in addition to the Rental Commission, Additional Rental Commission and Additional Rental Fee, Owner shall pay @properties the Sale Commission and Additional Fee. The Sale Commission, Additional Fee, Rental Commission, Additional Rental, but only from any closing proceeds. Notwithstanding anything herein to the contrary, Owner is only interested in a sale of the property and not a lease and shall not pay any Sale Commission for a lease. The Sale Commission and Additional Rental Fee are referred to collectively as the "Commission". Any default by tenant, including failure to pay rent, shall not affect @properties' right to the Commission. Owner agrees that @properties may collect the Commission from the first month's rent check collected by @properties. @properties shall be entitled to the Commission pursuant to this Agreement (a) upon the closing of any sale, lease, exchange, installment sale, or any other transfer of legal or beneficial title to all or any part of the Property (collectively, a "Transfer of Property") prior to the expiration or earlier termination of this Agreement (the "Termination Date"), regardless of whether the Transfer of Property resulted from the service and/or effort of @properties, Designated Agent, Owner or any other persons or entities; (b) upon the closing of any Transfer of Property within twelve (12) months after the Termination Date (the "Protection Period") to any person to whom the Property was submitted prior to the Termination Date; or (c) upon Owner's default on a purchase contract governing a sale of the Property during the Term or Protection Period (a "Default"). Notwithstanding the foregoing, if (i) the Property is residential property of four units or less, (ii) the Termination Date has passed, and (iii) Owner has entered into a valid, bona fide, written listing agreement with another licensed Illinois real estate broker during the Protection Period, then @properties shall not be entitled to any Commission pursuant to this Agreement on any Transfer of Property or Default. For Property which is not residential property of four units or less, if the Property is listed with another licensed Illinois real estate broker during the Protection Period, Owner shall be liable for the entire Commission, which shall be shared equally by @properties and the other licensed real estate broker. The date on which a lease, installment sale contract or articles for deed is fully executed and delivered shall be deemed the date of closing of a Transfer of Property. @properties' licensees cooperate with Illinois licensees internally and externally. @properties is hereby authorized to share the Commission with any cooperating brokers regardless of the cooperating broker's agency relationship to Owner, @properties, or the buyer. The~~

Owner Initials [Signature]

{00090257 +2}



**EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT  
THIS DOCUMENT IS INTENDED TO BE A BINDING CONTRACT**

**5. Designated Agency:** The parties agree that \_\_\_\_\_, broker associate(s)/listing agent(s) affiliated with @properties, is (are) Owner's exclusive designated legal agent(s) ("Designated Agent") under this Agreement. Owner understands and agrees that the Designated Agent will be primarily responsible for the marketing of the Property but that @properties reserves the right to appoint other licensed real estate brokers in the event Designated Agent is no longer willing or able to perform the services required hereunder or no longer associated with @properties.

**6. Potential Dual Agency:** @properties and the Designated Agent (collectively, "Licensee") may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge he/she/they were informed of the possibility of this type of representation. Before signing this document please read the following:  
REPRESENTING MORE THAN ONE PARTY TO A TRANSACTION PRESENTS A CONFLICT OF INTEREST SINCE BOTH CLIENTS MAY RELY UPON LICENSEE'S ADVICE AND THE CLIENT'S RESPECTIVE INTERESTS MAY BE ADVERSE TO EACH OTHER. LICENSEE WILL UNDERTAKE THIS REPRESENTATION ONLY WITH THE WRITTEN CONSENT OF ALL CLIENTS IN THE TRANSACTION. ANY AGREEMENT BETWEEN THE CLIENTS AS TO A FINAL CONTRACT PRICE AND OTHER TERMS IS A RESULT OF NEGOTIATIONS BETWEEN THE CLIENTS ACTING IN THEIR OWN BEST INTERESTS AND ON THEIR OWN BEHALF. YOU ACKNOWLEDGE THAT LICENSEE HAS EXPLAINED THE IMPLICATIONS OF DUAL REPRESENTATION, INCLUDING THE RISKS INVOLVED, AND UNDERSTAND THAT YOU HAVE BEEN ADVISED TO SEEK INDEPENDENT ADVICE FROM YOUR ADVISORS OR ATTORNEYS BEFORE SIGNING ANY DOCUMENTS IN THIS TRANSACTION.

**WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT**

1. Treat all clients honestly. 2. Provide information about the property to the buyer or tenant. 3. Disclose all latent material defects in the property that are known to the Licensee. 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 arrange for property inspections. 7. Explain closing costs and procedures. 8. Help the buyer compare financing alternatives. 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

**WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT**

1. Confidential information that Licensee may know about a client, without that client's permission. 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord. 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant. 4. A recommended or suggested price or terms the buyer or tenant should offer. 5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If you are uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to initial this section below unless you want to allow Licensee to proceed as a Dual Agent in this transaction. By initialing below, you acknowledge that you have read and understand this form and voluntarily consent to Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary. You are not required to accept this section unless you want to allow the Licensee to proceed as a dual agent in the transaction. By checking "Yes," initialing and signing below, you acknowledge that you have read and understand this section and voluntarily consent to the Licensee acting as Dual Agent (that is, to represent BOTH Owner and the purchaser or tenant) should that become necessary.

☐ Yes ☐ No (check one) LS (initial here)

**7. Duties and Responsibilities of @properties:** During the Term, @properties agrees to use commercially reasonable efforts to securing a ready, willing and able purchaser for the Property. In addition, @properties, through one or more sponsored licensees shall provide the following services: (a) accept delivery of and present to you all offers and counteroffers to buy, sell, or lease the Property; (b) assist you in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (c) answer your questions relating to the offers, counteroffers, notices, and contingencies. @properties does not have and disclaims any duty with respect to the management, maintenance, upkeep, protection, or repair of the Property or personal property therein. Owner acknowledges and agrees that @properties is acting solely as an independent contractor and that nothing in this Agreement constitutes or should be construed as creating a partnership, joint venture or any employer-employee relationship between Owner and @properties.

**8. Duties, Responsibilities and Authorization of Owner:** Owner warrants that it is the owner of merchantable title to the Property and, upon bankruptcy court approval, has the power and authority to enter into this Agreement and sell the Property. During this Agreement, Owner agrees to (a) fully cooperate with @properties and Designated Agent to market and complete the sale of the Property, including showings of the Property; (b) allow @properties to advertise the Property and to place a lock-box on the Property; and (c) conduct all negotiations for the sale of the Property through @properties and refer to @properties all inquiries directed to Owner in respect to the Property. Owner shall be responsible to provide at closing, at Owner's expense, when applicable, title insurance, survey, condominium documents and pay for Owner's legal fees and other customary closing charges. Owner also agrees that: (i) Owner is solely responsible for and must safeguard all personal property at the Property; (ii) @properties has no duty to safeguard personal property at the Property; and (iii) Owner waives and holds @properties harmless for any and all claims relating to personal property at the Property. If the Property is income or commercial property, Owner shall provide @properties with accurate copies of all leases, income and expense statements, a rent roll, existing environmental reports and relevant information necessary to market the property within fourteen (14) days after the date of the Agreement. Owner has received NO NOTICE of encroachment from any adjoining land owner. There are no outstanding notices of building code violations, dangerous conditions, defects, or material problems that Owner has failed to disclose. Owner shall comply with the Real Estate Settlement Procedures Act of 1974, as amended. If the Property is a condominium, within fifteen (15) days of the date





**EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT**  
**THIS DOCUMENT IS INTENDED TO BE A BINDING CONTRACT**

Owner shall furnish to @properties a complete set of condominium documents, including the declaration, bylaws, rules, regulations, budget, and meeting minutes. If the Property is a cooperative apartment, within fifteen (15) days of the date hereof, Owner shall furnish to @properties the cooperative documents including without limitation the proprietary lease, stock certificate, trust agreement, and bylaws.

**Owner Warrants The Following Information To Be True And Correct:**

Permanent Index Number (s) \_\_\_\_\_  
Real estate tax for \_\_\_\_\_ is \$ \_\_\_\_\_  
☐ Homeowner Exemption ☐ Senior Citizen Homestead Exemption (check applicable) ☐ Senior Freeze Exemption (check applicable)  
Current monthly assessment is \$ \_\_\_\_\_ and includes: (check applicable) ☐ heat, ☐ hot water, ☐ electric, ☐ air conditioning,  
☐ gas and \_\_\_\_\_  
Special assessment \$ \_\_\_\_\_ Lot size \_\_\_\_\_ x \_\_\_\_\_  
Electricity Account Number: \_\_\_\_\_ Gas Account Number: \_\_\_\_\_

**9. Earnest Money Deposits:** Owner authorizes @properties to accept earnest money from potential purchasers to be held by @properties in an escrow account maintained in accordance with ~~the~~ existing law. @properties may withdraw from such earnest money deposit its brokerage commission, cooperating brokerage commissions and other expenses or fees paid on behalf of, or at the direction of Owner, in the event the transaction is consummated. It is expressly understood that @properties shall not be liable for acts in good faith as escrowee. In the event of a default, @properties shall not be required to act to disburse escrowed funds until @properties has received joint written instructions from Owner and the purchaser or an order from the Bankruptcy Court. Absent such instructions, in the event of a dispute with respect to the intended disposition of funds in escrow, then @properties may, at its sole discretion, deposit the earnest money, less costs, with the clerk of the Circuit Bankruptcy Court by the filing of an action in the nature of an interpleader. @properties may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and Owner shall indemnify and hold @properties harmless from any and all claims and demands, including the payment of reasonable attorney's fees with respect to the escrow, provided @properties has acted in accordance with this

**10. Title Insurance Services:** By initialing below, Owner or his/her attorney of choice shall have the option to order title insurance and related title insurance services through Proper Title. Proper Title is an affiliate of @properties, as detailed in the Affiliated Business Disclosure Statement, which estimates Owner's title charges and is incorporated herein.

 (initial here)

**11. Indemnity:** To the extent permitted by law, and except for claims related to or arising from the negligence or intentional conduct of @properties, Owner agrees to indemnify and hold @properties, its licensees, agents, employees, managers, members, shareholders, directors, officers and successors (the "Indemnified Parties") harmless from all claims, disputes, litigation, expenses and reasonable legal fees arising from (a) failure by Owner to disclose any facts, damage or material defects, latent or otherwise, relating to the Property; (b) any misrepresentation by Owner to @properties or purchaser; (c) any dispute between Owner and purchaser or any third party, or a dispute between any third party and @properties arising out of performance of this Agreement, including disputes as to the disposition of any earnest money deposit held by @properties; or (d) a breach of this Agreement by Owner. Owner agrees to safeguard and/or remove any valuable personal property in the premises (e.g., jewelry or artwork) and represents and warrants that it has personal property insurance on said personal property. Owner further agrees that @properties and the Indemnified Parties shall not be liable for any damage to the Property or Owner's personal property caused by third- parties, including without limitation, individuals or companies that provide home staging services. If the premises are leased, Owner agrees to advise Owner's tenant of the foregoing. Except for @properties' or any of the Indemnified Parties willful misconduct, @properties' and the Indemnified Parties liability for any breach of this Agreement or negligence in its or their performance of its or their duties under this Agreement shall be limited to the amount of compensation actually received by @properties under this Agreement. This Section 11 shall survive expiration or earlier termination of this

**12. Dispute Resolution:** For purposes of reducing the cost to each party of dispute resolution, the parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, or any breach of this Agreement by either party, shall be resolved by arbitration, with a single arbitrator, through the facility of the American Arbitration Association with the arbitration to be held in the Chicago office. The parties agree to be bound by any award rendered by such arbitrator and further agree that judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. The parties agree to execute any arbitration agreements, consents and documents as may be required by the American Arbitration Association to facilitate any arbitration.

**13. Required Disclosures:** Owner acknowledges that he and/or she have been informed of the responsibilities imposed upon owners under the Residential Real Property Disclosure Act, Owner agrees to comply with the requirements of this Act and to not knowingly give any false or inaccurate information regarding the Property. Local ordinances require that all properties must have smoke and carbon monoxide detectors present and in working condition and Owner shall comply with the same. In addition, Owner shall provide @properties with a completed Illinois Residential Real Property Disclosure Report, Zoning Certificate, Heat Disclosure, Lead Paint Disclosure and Radon Disclosure forms, if applicable, within five (5) days after the date of the Agreement. Owner also agrees to truthfully complete all required disclosures relating to lead-based paint and/or radon. Owner acknowledges that @properties may provide certain of the foregoing forms and disclosures for Owner's convenience. Owner accepts such forms and disclosures with the express understanding that Owner is solely responsible for their use and that any questions regarding the forms and disclosures shall be addressed to and answered by Owner's legal counsel. Owner understands that the list of forms and disclosures above may not be a complete list of all forms and disclosures required by law and that it is merely a guide.




**EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT**  
**THIS DOCUMENT IS INTENDED TO BE A BINDING CONTRACT**

Owner releases @properties and the Indemnified Parties from liability related to any forms and disclosures provided by @properties and agrees to defend and hold harmless @properties and the Indemnified Parties for providing any such forms and disclosures and from any potential claims that might result from their use.

**14. Notices:** Any notice under this Agreement shall be deemed given and received (a) if given by facsimile or email, when such facsimile or email is transmitted to the facsimile number or email specified by the Designated Agent during normal business hours and confirmation of complete receipt is received during normal business hours, (b) if hand delivered against receipted copy, when the copy thereof is receipted, or (c) if given by a recognized overnight delivery service, the day on which such notice, request, or other communication is actually received at the address set forth by the Designated Agent or such other address as such intended recipient may give notice from time to time.

**15. DISCRIMINATION:** IT IS ILLEGAL FOR EITHER OWNER OR @PROPERTIES TO REFUSE TO DISPLAY OR SELL TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G., RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION, UNFAVORABLE DISCHARGE FROM THE MILITARY SERVICE, ORDER OF PROTECTION STATUS, SECTION 8 / INCOME STATUS OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT AND AGREE TO COMPLY WITH THE SAME. OWNER AND @PROPERTIES ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF LOCAL HUMAN RIGHTS OR FAIR HOUSING ORDINANCES AND AGREE TO COMPLY WITH THE SAME.

**16. Multiple Listing Service ("MLS"):** MLS rules require @properties to input the Property into the MLS within 72 hours of the execution of this Agreement. However, to gain the best possible market exposure, @properties recommends completing all marketing activities prior to listing the Property in the MLS. If Owner does not want the Property inputted in the MLS within 72 hours, Owner should set forth the date to have the Property inputted into the MLS by adding a date and initialing below. Once the Property is entered into the MLS the listing will be distributed to multiple real estate websites. If Owner would like the listing to be exempt from the MLS during the entire listing period provided for in this Agreement, Owner must complete and sign the form provided by MRED, entitled "Seller's Listing Exemption Addendum". To have the Property entered in the Private Listing Network, Owner must complete and sign the form entitled, "Private Network Authorization". Unless noted otherwise, @properties will publish the MLS listing of the Property and compensation offered to the cooperating broker within 72 hours of the full execution of this Agreement in accordance to MLS guidelines.

 (initial here) If not within 72 hours, date to input Property into MLS: \_\_\_\_\_

**17. Promotion and Advertising:** @properties is hereby authorized to promote and advertise the Property in all ways @properties deems appropriate, in its sole discretion, including but not limited to (i) displaying "for sale" and "open house" signs on the Property, (ii) promoting the Property on @properties' website and on other websites hosted by third parties and through any other advertising medium which @properties may subscribe to or otherwise use, and (iii) distributing information by mail or and electronic mail. @properties is hereby authorized to release information as to the amount of the selling price, type of financing, and number of days before the Property was sold to any MLS in which @properties participates.

**18. Representation of Others:** Owner understands and agrees that @properties and Designated Agent may from time to time represent or assist other sellers who may be interested in selling property to the buyers with whom they have a buyer agency contract or with whom they are working with as a customer. Owner consents to @properties and Designated Agent's representation of other sellers before, during and after the expiration of this Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon @properties or Designated Agent's representation or assistance of other sellers who may be interested in selling property to the buyers with whom they have a buyer agency contract or with whom they are working with as a customer.

**19. Firearms:** The Illinois Firearm Concealed Carry Act (430 ILCS 66/1 et. seq.) provides that private property owners have the right to prohibit persons with concealed carry permits from bringing firearms onto their property, subject to the requirements thereunder. Owner agrees that it has complete and full responsibility with respect to firearms on the Property and will follow all necessary legal requirements governing firearms on the Property. Owner further agrees that @properties has no duties and/or responsibilities with respect to firearms on the Property and agrees to fully indemnify @properties and the Indemnified Parties for any damages relating to firearms allowed on the Property by Owner.

**20. General:** All indemnities, limitations of liability, and waivers of claims herein by the parties hereto shall survive expiration or earlier termination of this Agreement. This Agreement (a) may not be amended, modified or terminated except by written instrument signed by all parties; and (b) shall be binding upon and inure to the benefits of the parties hereto and their respective executors, administrators, heirs, personal representatives, successors, grantees and assigns. This Agreement may be executed in multiple counterparts and Owner's signature hereon acknowledges that Owner has received a signed copy. Any party may sign a counterpart of this document by electronic means, and any counterpart so signed shall be deemed as an original. In the event Owner breaches this Agreement, Owner shall pay to @properties the Commission to compensate @properties for time, expenses and services rendered in marketing the Property. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

@properties

A - Brokerage Agreement Page 29 of 42 Page 6 of 17

EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT  
THIS DOCUMENT IS INTENDED TO BE A BINDING CONTRACT

Owner Signature: Lawrence Cornelius  
Date: May 12, 2017  
Owner Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Owner Name(s) (print): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Owner Name(s) (print): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

At World Properties, LLC d/b/a @properties  
Designated Agent Signature: Dina DiSera  
Designated Agent Name (print): Dina DiSera  
Designated Agent MLS ID: 705452  
Designated Agent Email: dina.disera@gmail.com

@properties Office: Dina  
Managing Broker Signature: [Signature]  
Managing Broker Name (print): George Schultz  
Date: 5-16-17

Attorney Name: William Factor  
Firm: \_\_\_\_\_  
Office Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: wfactor@wfactorlaw.com

To: Laurence Fromelius

Property: 1207 N. SE 11 City: LAKE State: IL Zip: 60532

Date: May 12, 2017

*Laurence Bromberg*  
signature

[signature]

Lawrence Fromelius  
[print name]

```
[print name]
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**ANTI-FRAUD WARNING TO CONSUMERS  
RELATING TO WIRE TRANSFERS**

The purpose of this disclosure is to warn you of a threat of fraud in real estate transactions involving wire transfer fraud.

**YOU MAY RECEIVE EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS OF YOUR FUNDS. THESE EMAILS OCCUR ALL TOO FREQUENTLY AND MAY APPEAR TO COME FROM A TRUSTED SOURCE. SUCH REQUESTS, EVEN WHEN THEY APPEAR LEGITIMATE, MAY BE PART OF A SCHEME TO DEFRAUD YOU.**

Electronic communications, such as email, text messages and social media messaging, are neither secure nor confidential. While @properties has adopted policies and procedures to help avoid fraud, even the best security protections may be breached by authorized parties. Therefore, @properties is providing you with information on what to do if you receive instructions to transfer funds, in order to avoid being defrauded.

**NEVER TRANSFER FUNDS BASED ON EMAILED WIRE INSTRUCTIONS WITHOUT VERIFYING THE INSTRUCTIONS BY PHONE AS SET FORTH BELOW.**

If you receive any electronic communication providing wire instructions for the transfer of funds, even if the communication appears to be from @properties, your real estate agent, or your attorney, do not initiate a transfer unless you have verified the wire instructions. To verify the wiring instructions, call the company using a phone number that you look up yourself, not a phone number contained in the email or in any attachment contained in the email.

Document comparison by Workshare Professional on Tuesday, May 02, 2017  
1:32:29 PM

**Input:**

Document 1 ID	file://\WJF-SVR-001\Worldox\Data\Client\1632\1632-001\~VER\1\00090257.DOCX
Description	00090257
Document 2 ID	file://\WJF-SVR-001\Worldox\Data\Client\1632\1632-001\00090257.DOCX
Description	00090257
Rendering set	Standard

**Legend:**

Insertion

~~Deletion~~

~~Moved from~~

Moved to

Style change

Format change

~~Moved deletion~~

Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

**Statistics:**

	Count
Insertions	30
Deletions	19
Moved from	0
Moved to	0
Style change	0

Format changed	0
Total changes	49



# ILLINOIS ASSOCIATION OF REALTORS® DISCLOSURE AND CONSENT TO DUAL AGENCY (DESIGNATED AGENCY)



**NOTE TO CONSUMER:** THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOU ARE CONSENTING TO DUAL AGENCY REPRESENTATION.

The undersigned Dina DiSera, ("Licensee"),  
(insert name(s) of Licensee undertaking dual representation)

may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document please read the following:

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

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

## WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to the Licensee.
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 arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

## WHAT LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about a client, without that client's permission.
2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price or terms the buyer or tenant should offer.
5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

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

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

DocuSigned by:  
**CLIENT:** Lawrence Fromelius  
Date: 5/15/2017

Document presented on \_\_\_\_\_, 20\_\_\_\_  
By: DD  
(Broker/Licensee Initials)

**CLIENT:** \_\_\_\_\_  
Date: \_\_\_\_\_  
DocuSigned by:  
**LICENSEE:** Dina DiSera  
Date: 5/12/2017



ILLINOIS ASSOCIATION OF REALTORS®  
**DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT**  
**LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**



**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Property Address:** 1207 Lisle Place, Lisle, IL 60532

**Seller's Disclosure (initial)**

- ☒ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
- ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- ☒ (b) Records and Reports available to the seller (check one below):
- ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
- ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

- ☐ (c) Purchaser has received copies of all information listed above.
- ☐ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- ☐ (e) Purchaser has (check one below):
- ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

- ☒ (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Seller DocuSigned by: Lawrence Fromelius Date 5/15/2017 Purchaser \_\_\_\_\_ Date \_\_\_\_\_  
D7BE8D30F0A149F...

Seller \_\_\_\_\_ Date \_\_\_\_\_ Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Agent DocuSigned by: Dina DiSera Date 5/12/2017 Agent \_\_\_\_\_ Date \_\_\_\_\_  
8B0C618FAB7543D...

(This disclosure form should be attached to the Contract to Purchase)



**ILLINOIS ASSOCIATION OF REALTORS®**  
**DISCLOSURE OF INFORMATION ON RADON HAZARDS**  
(For Residential Real Property Sales or Purchases)



**Radon Warning Statement**

*Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.*

*The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.*

**Seller's Disclosure (initial each of the following which applies)**

- \_\_\_\_\_ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
- \_\_\_\_\_ (b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
- ☒ (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- ☒ (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

**Purchaser's Acknowledgment (initial each of the following which applies)**

- \_\_\_\_\_ (e) Purchaser has received copies of all information listed above.
- \_\_\_\_\_ (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

**Agent's Acknowledgement (initial IF APPLICABLE)**

- ☒ (g) Agent has informed the seller of the seller's obligations under Illinois law.

**Certification of Accuracy**

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

<b>Seller</b>	<small>DocuSigned by:</small> <u>Lawrence Fromelius</u> <small>D7BE8D30F0A149F...</small>	<b>Date</b> <u>5/15/2017</u>
<b>Seller</b>	_____	<b>Date</b> _____
<b>Purchaser</b>	_____	<b>Date</b> _____
<b>Purchaser</b>	_____	<b>Date</b> _____
<b>Agent</b>	<small>DocuSigned by:</small> <u>Dina DiSera</u> <small>8B0C618FAB7543D...</small>	<b>Date</b> <u>5/12/2017</u>
<b>Agent</b>	_____	<b>Date</b> _____

**Property Address:** 1207 Lisle Place  
**City, State, Zip Code:** Lisle, IL 60532



**Illinois REALTORS®**  
**RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT**  
**(765 ILCS 77/35)**

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER; THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 1207 Lisle Place

City, State & Zip Code: Lisle, IL 60532

Seller's Name: Lawrence Fromelius

This Report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of May 12, 2017, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

	YES	NO	N/A	
1.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Seller has occupied the property within the last 12 months. (No explanation is needed.)
2.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of flooding or recurring leakage problems in the crawl space or basement.
3.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.
4.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the basement or foundation (including cracks and bulges).
5.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of leaks or material defects in the roof, ceilings, or chimney.
6.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the walls, windows, doors, or floors.
7.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the electrical system.
8.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).
9.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the well or well equipment.
10.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe conditions in the drinking water.
11.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the heating, air conditioning, or ventilating systems.
12.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the fireplace or wood burning stove.
13.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the septic, sanitary sewer, or other disposal system.
14.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe concentrations of radon on the premises.
15.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
16.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
17.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
18.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of current infestations of termites or other wood boring insects.
19.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
20.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of underground fuel storage tanks on the property.
21.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of boundary or lot line disputes.
22.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.
23.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act.

**Note:** These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

**Note:** These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary: \_\_\_\_\_

Check here if additional pages used: ☐ ☐

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: *Lawrence Fromelius* Date: May 12, 2017  
DocuSigned by: D7BE8D30F0A149F...

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Prospective Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

A COPY OF ARTICLE 2 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT IS AFFIXED HERETO AND SHOULD BE REVIEWED BY PROSPECTIVE BUYER.



**RESIDENTIAL REAL PROPERTY DISCLOSURE ACT**

**ARTICLE 2: DISCLOSURES**

765 ILCS 77/5 *et seq.*

**Section 5. Definitions:** As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

**"Residential real property"** means real property improved with not less than one nor more than four residential dwelling units: units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit. The term includes a manufactured home as defined in subdivision (53) of Section 9102 of the Uniform Commercial Code that is real property as defined in the Conveyance and Encumbrance of Manufactured Homes as Real Property and Severance Act.

**"Seller"** means every person or entity who is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, who has an interest (legal or equitable) in residential real property. However, "seller" shall not include any person who has both (i) never occupied the residential real property and (ii) never had the management responsibility for the residential real property nor delegated such responsibility for the residential real property to another person or entity.

**"Prospective buyer"** means any person or entity negotiating or offering to become an owner or lessee of residential real property by means of a transfer for value to which this Act applies.

**Section 10. Applicability.** Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

**Section 15. Applicability; Exceptions.** The provisions of this Act do not apply to the following:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers pursuant to testate or intestate succession.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of newly constructed residential real property that has not been occupied.

**Section 20. Disclosure Report; Completion; Time of Delivery.** A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

**Section 25. Liability of seller.**

(a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to this Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy, or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

**Section 30. Disclosure supplement.** If, prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

**Section 35. Disclosure report form.** . . .[omitted]

**Section 40. Material defect.** If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the Prospective Buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, the prospective buyer shall not have a right to terminate unless the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure document was completed and signed by the seller. The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of this Act the termination shall be deemed to be made when written notice of termination is personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

**Section 45. Effect of Act on Other Statutes or Common Law.** This Act is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

**Section 50. Disclosure Report; Method of Delivery.** Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

(1) personal or facsimile delivery to the prospective buyer;

(2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement; or

(3) depositing the report with an alternative delivery service such as Federal Express, UPS, or Airborne, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of this Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to an authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

**Section 55. Violations and damages.** If the seller fails or refuses to provide the disclosure document prior to the conveyance of the residential real property, the buyer shall have the right to terminate the contract. A person who knowingly violates or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real Property Disclosure Report that he knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney fees incurred by the prevailing party.

**Section 60. Limitation of Action.** No action for violation of this Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

**Section 65. Disclosure Report Form; Contents; Copy of Act.** A copy of this Act, excluding Section 35, must be printed on or as a part of the Residential Real Property Disclosure Report form.

Date provided to Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In re:

**Lawrence D. Fromelius,**  
  
Debtor.

Chapter 11

Bankruptcy No. 15-22373

Honorable Donald R. Cassling

**DECLARATION OF DINA DISERA IN SUPPORT OF THE DEBTOR'S  
APPLICATION TO EMPLOY AT WORLD PROPERTIES LLC AS REAL  
ESTATE BROKER TO MARKET AND SELL THE Lisle PROPERTY,  
EFFECTIVE AS OF MAY 2, 2017**

I, Dina Disera hereby state under penalty of perjury and in support of the Debtor's Application to Employ At World Properties LLC as Real Estate Broker for the Lisle Property, Effective as of May 2, 2017, as follows:


1. I am a broker for At World Properties LLC ("@properties"), as well as a licensed real estate broker in the State of Illinois.
2. This declaration also is being submitted pursuant to 11 U.S.C. §§ 327, 328(a) and 329 and to comply with 11 U.S.C. § 504 of the Bankruptcy Code and Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure.
3. I have reviewed the list of creditors in the chapter 11 case Lawrence D. Fromelius (the "Debtor") filed.
4. Based upon my review of the list of creditors, to the best of my knowledge, except as disclosed in this Declaration, neither myself nor @properties is a creditor of the Debtor, or has or represents an interest adverse to or has connections with the Debtor, his creditors, or any other party in interest in the bankruptcy case, the United States Trustee or any persons employed in the office of the United States Trustee.
5. To the best of my knowledge, @properties and I are disinterested persons within the meaning of 11 U.S.C. §101(14).
6. I have reviewed the Application and the Brokerage Agreement referenced therein and agree with the representations and statements therein and, in

particular, that @properties will perform the services set forth in each and will receive in exchange the applicable compensation.

7. Neither @properties nor I have entered into any agreements, express or implied, with any other party in interest, including the Debtor, any creditor in the case, or any attorney for a party in interest in the case: (a) for the purpose of sharing or fixing fees or other compensation to be paid to any such party in interest or its attorneys for services rendered, except as permitted under section 504(b) of the Bankruptcy Code; (b) for payment of compensation from the assets of the estate in excess of the compensation allowed by this Court pursuant to applicable sections of the Bankruptcy Code; or (c) for payment of compensation in connection with the cases other than in accordance with the applicable sections of the Bankruptcy Code and as disclosed herein.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

July 18, 2017

DocuSigned by:  
  
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