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## LIMITED SERVICE LISTING AGREEMENT

Home Listing Monster

Fax: (888) 965-7544

support@homelistingmonster.com

This Limited Service Listing Agreement is between Sarah Biank (Seller) and Home Listing Monster ("HLM") (Broker).

1. **AUTHORITY TO LIST PROPERTY:** Seller hereby appoints HLM as Seller's exclusive Broker limited to listing the Property as described below, at the price described below, beginning the 16th day of April, 2014 and terminating at 11:59 P.M. the 16th day of October, 2014 (Termination Date: 6 months if left blank). Seller certifies that Seller is legally entitled to convey the Property and all improvements.

2. **DESCRIPTION OF PROPERTY** (the "Property"): Real Property 289 Briargate Dr., Grayslake, Illinois 60030. Legal Description: Legal Description All personal property (i.e. Refrigerator, Dishwasher, Stove) to be conveyed at the time of sale shall be listed by Seller in the Real Estate Sales Agreement entered into between Seller and Buyer and shall be transferred free of any liens. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law.

3. **PRICE & TERMS:** The Property is offered for sale on the following terms: Price: \$150000 Financing Terms: Conventional, Fha, Va

4. **BROKER COMPENSATION:** (a) Seller has already paid HLM a listing fee, and no other fees are due to list the property. The listing fee is earned upon the execution of this agreement by Seller.

(b) Seller authorizes Broker to make an offer of compensation (the "Cooperating Commission") of .01% of the purchase price to all participating brokers (and their agents) in the MLS ("Cooperating Brokers"). Seller agrees to pay the Cooperating Commission when a Cooperating Broker represents and introduces the Property to a ready, willing and able buyer who purchases of Property. The Cooperating Commission shall be paid at closing. Seller understands Property will not be entered in their local MLS.

5. **BROKER OBLIGATIONS & AUTHORITY:** Seller authorizes Broker to a) advertise the Property as Broker deems advisable including advertising the Property on the Internet, b) to place the Property in the Multiple Listing Service (MLS), to offer compensation to cooperating brokers, and c) to report to the MLS/Association of Realtors this listing information and price, terms and financing information on any resulting sale. Seller authorizes Broker, the MLS and/or Association of Realtors to use, license or

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sell the active listing and sold data. d) Broker shall act as a Nonrepresentative. e) Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOW") An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOW's. Anyone who registers on a VOW may gain access to such automated valuation or comments and reviews about a property displayed on a VOW. A VOW may display automated valuations or comments/review (blogs) about this Property. Seller authorizes the use of their listing including the property address, automated valuation, and blogging features on publicly accessible internet sites, including but not limited to all Broker IDX sites, advertising sites, realtor.com, and Virtual Office Websites. Broker shall allow Seller to make up to two changes (excluding price or status changes) during the term of this listing. After two changes, HLM reserves the right to charge a service fee of \$25 per change.

6. SELLER'S OBLIGATIONS: (a) Seller shall indemnify Broker and hold Broker harmless from losses, damages, costs and expenses of any nature, including attorney's fees and from liability to any person, that Broker incurs because of (1) Seller's negligence, representations, misrepresentations, nondisclosure, concealment, actions or inactions, nonperformance or breach of any contract for sale or breach of this agreement, (2) the use of a lock box, (3) the existence of undisclosed material facts about the Property, or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from Broker. This clause will survive Broker's performance and the transfer of title. This indemnity shall further include, without limitation, the inaccuracy or incompleteness of any information provided by Seller for listing on the MLS and any fair housing violations due to Seller's advertising. Seller is solely responsible for any complaints made by a buyer or prospective buyer before or after possession of the Property with respect to any defects in the Property.

(b) Seller shall make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or know by the buyer. Seller represents there are no material facts (building code violations, pending code citations, unobservable defects, etc.). Seller will immediately inform Broker of any material facts that arise after signing this Agreement. Seller agrees to indemnify and hold HLM harmless for any violation of any ordinance, regulation, and statute of law regarding Sellers disclosure obligations.

(c) Seller shall provide HLM with all the Property information requested and represents that said information is true and accurate to the best of Sellers knowledge. Seller is responsible for any and all inaccuracies contained in the information provided to HLM. Seller understands that HLM does not conduct any investigation of the Property to verify the information provided by Seller and is not responsible for the accuracy of the information.

(d) Seller shall review the final listing on Realtor.com and will notify Broker immediately of any inaccuracies. The listing will be deemed approved by the Seller 24 hours after the listing is entered if Broker has not received an affirmative approval.

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(e) Seller agrees to be responsible for any fines assessed by the MLS for failures of their obligations herein that result in MLS infractions. Seller will be notified of the infraction and fines will be charged to the Seller. Seller agrees to notify Broker, within 48 hours, in the event of any of the following: 1) Seller enters into a contract to sell the property (must provide a fully executed copy of the contract as well); 2) The contract for sale is terminated; 3) All contingencies are removed from the contract for sale (i.e. financing, inspection etc.); 4) Seller decides not to sell property; 5) Closing or settlement. Upon the sale of the Property, Seller agrees to deliver to Broker, the following documents or information: (1) Copy of HUD-1 settlement statement or closing statement (2) Copy of Sales Contract including all addenda and amendments, if any, and written verification by the escrow agent that all required deposit(s) have been paid, (3) Seller's new address. These requirements are mandated by state licensing laws and MLS rules and regulations to which the Listing Broker must adhere. Seller may not terminate this Agreement while the Property is under contract. If this agreement expires while the property is under contract Seller must comply with the above.

7. HLM SHALL NOT BE AN ESCROWEE: Other than the service fee paid by Seller for the HLM services, Seller shall not tender to HLM or any Broker/Agent employed by HLM, at any time, any money for deposit or to hold on Sellers or Buyer's behalf. HLM Broker/Agent employees are expressly prohibited from accepting any money from Seller. Seller shall not execute a sales contract that stipulates or requires HLM to hold earnest money or a possession escrow.

8. RULES AND REGULATIONS: Seller is bound by all rules and regulations of the MLS for their respective property, and the rules and regulations are considered incorporated in to this agreement.

9. ENTIRE AGREEMENT: This Agreement contains all covenants between the parties and may only be modified by writing signed by all parties hereto. There are no oral representations made that are not contained herein and no oral modifications of this Agreement are allowed.

10. ASSIGNMENT: This Agreement may not be assigned by the Seller without the express written consent of HLM.

11. BINDING: This Agreement shall be binding upon the parties hereto and respective heirs, personal representatives, successors and assigns.

12. PRIOR AGREEMENTS: This Agreement supersedes all other Agreements entered into between the parties and in the event there is a conflict between this Agreement and any other Agreement between the parties hereto the terms and provisions of this Agreement shall control and be binding upon the parties.

13. NO GUARANTEE OF SALE OF PROPERTY: Seller understands that this Agreement does not guarantee the sale of the Property.

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14. **LIMITATION OF BROKER'S LIABILITY:** Seller agrees that the limit of HLM's liability under this Agreement and/or related to HLM's performance of the services mentioned herein is strictly limited to the service fee paid to HLM by Seller and no more.

15. **TERMINATION OF AGREEMENT:** There is no termination fee in the event the seller decides to withdraw their Property from the market by giving written notice to HLM at any time there is not then a contract pending on the Property involving a buyer who was procured by a participating licensed real estate agent. A refund will only be provided if the listing is cancelled before the property listing is entered into the Multiple Listing Service (MLS) or in the event that HLM does not accept this agreement. Seller will be provided a copy of the MLS Listing. Broker reserves the right to terminate this agreement at any time, at Broker's sole discretion. Termination by Broker does not absolve Seller from paying any commissions due a cooperating broker under the terms of this agreement.

16. **ATTORNEYS FEES & COSTS:** If a dispute arises by and between the parties or involving the subject matter of this Agreement and litigation is commenced to enforce the provisions herein or interpret the provisions herein, the prevailing party shall be due its reasonable attorney's fees and litigation costs, including appellate attorney's fees & costs by the non prevailing party.

17. **SELLERS ACKNOWLEDGMENT OF HLM'S LIMITED DUTIES:** This Agreement creates an Exclusive Agreement to market through the MLS Seller's Property and limits the performance requirements of HLM as set forth herein. HLM is not representing Seller as a full service Real Estate Agency but rather has limited obligations to Seller. HLM has no obligation to prepare or negotiate, on Sellers behalf, a real estate contract for the sale of the Property. Seller acknowledges that selling the property may be complicated and may require professional legal assistance. Seller agrees to obtain assistance, as Seller deems necessary. No other agreement, expressed or implied, shall be held to impose any greater relationship than that set forth herein. Seller waives any claim or cause of action it may have against HLM, its owners, agents and employees arising as a result of any act or omission of HLM. Seller accepts the responsibility to comply with all ordinances, regulations and statutes pertaining to Sellers offer for sale and sale of the Property. Seller does not waive any rights guaranteed by the regulations and statutes of the State which cannot be voluntarily waived. HLM may provide Sellers address and telephone number in the MLS and all affiliated web sites.

**ELECTRONIC SIGNATURES:** Broker and Seller agree that an Electronic Signature of any document executed through Broker's website, including but not limited to this Contract and addendums or amendments to this Contract, will be binding on both Broker and Seller and will be treated for all intents and purposes as if it was physically signed. "Electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. The terms used in this Listing Agreement, including but not limited to Electronic Signature, should be construed in accordance with the Uniform Electronic Transaction Act (and local state electronic signature laws in Illinois, New York, and Washington).

**NO BROKERAGE RELATIONSHIP NOTICE:** FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.

As a real estate licensee who has no brokerage relationship with you, HLM and its associates owe to you following duties:

1. Dealing honestly and fairly;
2. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
3. Accounting for all fund entrusted to the licensee.

PLEASE SIGN HERE TO ACKNOWLEDGE THE ABOVE REQUIRED FLORIDA DISCLOSURE.

Sarah Biank \_\_\_\_\_ April 16th, 2014 \_\_\_\_\_  
Owner Signature Date

All persons and/or entities authorized to sell the Property have signed this Agreement, and the undersigned signature(s) include all person(s) and/or entities, or their duly authorized representatives, who have an ownership interest in the Property. If the individual signing this Agreement is acting in a representative capacity, such individual certifies that he is legally authorized to enter into this Agreement.

PLEASE SIGN AGAIN BELOW TO ACKNOWLEDGE THE LISTING AGREEMENT.

AGREED UNDERSTOOD AND ACCEPTED AS TO ALL TERMS OF THIS CONTRACT.

Sarah Biank \_\_\_\_\_ April 16th, 2014 \_\_\_\_\_  
Owner Signature Date

**BROKER SIGNATURE**

*Todd Siegel*

LISTING ACCEPTED ON: April 16th, 2014

Street Number	289
Street Name	Briargate Dr.
Zip Code	60030
Zip Code (Last 4 Digits)	
City	Grayslake
State	Illinois
County	Lake
Zoning Information	RES
Style	No Pool/No Water
Type of Property	Single Family
Development Name	
Subdivision Name	The Manor
Pets Allowed	Yes
Pet Restrictions	None
Restrictions	No Leasing
Housing-Older Persons Act	No HOPA
Subdivision Information	Beach Club Member Available
Subdivision Information	Other Subdiv/Park Info
Subdivision Information	Paved Road
Subdivision Information	Picnic Area
Subdivision Information	Community Pool
Model Name	Ranch
SqFt Liv Area	1152
Approx. Sqft Total Area	1152
Year Built	1952
Year Built Description	New Construction
Convertible Bedroom	Yes, one of the bedrooms can be converted into an office
#Beds	3
#FBaths	1
#HBaths	0



#Garage Spaces	0
#Carport Spaces	
Design Description	One Story
Design Description	Ranch
Construction Type	Frame Construction
Roof Description	Shingle Roof
Manufactured Home Size	
Serial Number	
Brand Name	
Waterfront Frontage	
Front Exposure	North
Parking Description	Driveway
Approximate Lot Size	0.22 acre
Lot Size in Square Feet.	
Lot Description	Less Than 1/4 Acre Lot
Waterfront Property (Y/N)	No
View	None
Water Access	Deeded Beach Access
Design	Detached
Pool	No
Pool Dimensions	
Spa	
Exterior Features	Fence
Exterior Features	Exterior Lighting
Exterior Features	Shed
SqFt L.A. of Guest House	
Furnished Info (List)	Unfurnished
Floor Description	Carpet Floors
Floor Description	Ceramic Floor
Floor Description	Parquet Floors

Dining Description	Eat-In Kitchen
Rooms Description	Utility Room/Laundry
Bedroom Description	Master Bedroom Ground Level
#Ceiling Fans	5
Interior Features	First Floor Entry
Interior Features	Built-Ins
Interior Features	Closet Cabinetry
Interior Features	Pantry
Living Room Dimensions	19x12
Dining Room Dimensions	
Dining Area Dimensions	
Kitchen Dimensions	23x10
Family Room Dimensions	
Sunroom Dimensions	
Porch Dimensions	
Master Bedroom Dimensions	13x12
2nd Bedroom Dimensions	13x9
3rd Bedroom Dimensions	11x9
4th Bedroom Dimensions	
5th Bedroom Dimensions	
Den Dimensions	
Patio/Balcony Dimensions	
Utility Room Dimension	12x10
Master Bathroom Description	None
Equipment/Appliances	Dishwasher
Equipment/Appliances	Dryer
Equipment/Appliances	Fire Alarm
Equipment/Appliances	Gas Water Heater
Equipment/Appliances	Gas Range
Equipment/Appliances	Refrigerator



Equipment/Appliances	Washer
Windows/Treatment	Bay Window
Windows/Treatment	Blinds/Shades
Heating Description	Central Heat
Heating Description	Gas Heat
Cooling Description	Ceiling Fans
Cooling Description	Central Cooling
Cable Available	Yes
Water Description	Municipal Water
Sewer Description	Municipal Sewer
Short Sale	No
List Price	150000
Terms Considered	Conventional
Terms Considered	Fha
Terms Considered	Va
Membership Purch Rqd	No
Membership Purchase Fee	
Type of Association	None
Association Fee	
Tax Amount	\$5,062.28
Tax Year	2013
Property Tax Information	Tax Reflects City & County Tax
Property Tax Information	Tax Reflects Homestead Tax
Possession Information	Negotiable
Possession Information	Subject To Lease
Owner's Name	Sarah Biank
Owner's Phone	847-308-2803
Occupancy Information	Tenant Occupied

Property Description / Important Features

Beautifully Remodeled 3 Bedroom Ranch in quiet tree lined neighborhood features: natural light, designer colors and upgrades throughout home. Kitchen features Oak Cabinets, White Appliances and Pergo Flooring. Other nice features include: Recessed Lighting in Living Room, Stainmaster Carpet in Bedrooms, Laundry Room includes much storage and Workbench. New/Newer: Kitchen, Roof, Windows, Siding, Gutters, Flooring, Central AC, Plumbing, Light Fixtures, and Sliding Doors. Neighborhood Features: Close to Central Park, Grayslake Highschool, Manor Lake, Library, Grayslake Aquatic Center, Farmers Market and Downtown Grayslake Restaurants & Shopping. All within a few minutes walking distance!!!

Special Text Beautiful 3 Bedroom Ranch! 3 mns from Downtown Grayslake!!

Fading Tagline Come check out this beautiful property!

Uploaded Photos







By signing below you affirm the listing information contained above is complete and accurate.

Sarah Biank

April 16th, 2014

Owner Signature

Date