

UNOFFICIAL COPY

00922148

250/1029 98 001 Page 1 of 5
2000-11-22 12:53:29
Cook County Recorder 29.50

This instrument prepared by:

Myriam Benhamou Kaplan, Esq.
Barack Ferrazzano Kirschbaum
Perlman & Nagelberg
333 West Wacker Drive, Suite 2700
Chicago, Illinois 60606



00922148

When recorded return to:

Lawrence D'Vrie
300 South Wacker Drive #100
Chicago, IL 60606

Above Space For Recorder's Use Only

MEMORANDUM OF REAL ESTATE EXCHANGE AGREEMENT

THIS MEMORANDUM OF REAL ESTATE AGREEMENT is made as of this 17th day of November, 2000 by and between GREATBANK A NATIONAL ASSOCIATION ("GBNA") and CHICAGO AND MAIN L.L.C., an Illinois limited liability company ("CMLC").

A. GBNA is the owner of that certain improved real property legally described on Exhibit "A" attached hereto and made a part hereof (the "Property").

B. GBNA and CMLC have entered into that certain Real Estate Exchange Agreement dated as of November 10, 1997, as amended by First Amendment dated May 10, 2000 and Second Amendment dated November 17, 2000 (collectively, the "Agreement"), pursuant to which GBNA has agreed to convey the Property to CMLC and CMLC has agreed to reconvey to GBNA certain Bank and related parking, drive-through and other improvements and areas described therein (the "Bank Area").

C. GBNA and CMLC desire to place of record this Memorandum.

STCI

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, GBNA and CMLC hereby acknowledge and confirm the following:

1. The Agreement provides for a series of closings: (i) at the initial closing GBNA shall grant a Ground Lease of the Property to CMLC, and (ii) at the final closing GBNA will convey the Property to CMLC and CMLC will convey back to GBNA the Bank Area.

2. The Agreement grants CMLC certain reinstatement rights in the event GBNA terminates the Agreement pursuant to the terms thereof. Such reinstatement rights are subject to the terms and conditions provided in the Agreement.

4. This Memorandum is not a complete summary of the Agreement. Reference should be made to the Agreement, as amended, for the full terms, conditions and provisions thereof.

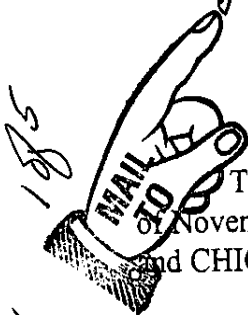
5. This Memorandum is subject to all of the conditions, covenants and agreements provided in the Agreement. The incomplete statement of any such covenant, condition or provision in this Memorandum shall not be deemed to modify or amend any of the provisions of

STEWART TITLE COMPANY OF ILLINOIS
1515 E. WOODFIELD ROAD
SUITE 102
SCHAUMBURG, IL 60173

185

113874

AP



MAILBOX

UNOFFICIAL COPY

00922148

the Agreement. In the event of any conflict or inconsistency between the terms and provisions of this Memorandum and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall govern and control in all respects.

6. This Memorandum may be executed in any number of identical counterparts, all of which, when taken together, shall constitute the same instrument.

IN WITNESS WHEREOF, GBNA and CMLC have caused this Memorandum of Lease to be executed in their respective names as of the 17th day of November, 2000.

GREATBANK A NATIONAL ASSOCIATION

By: _____

Harry Katz

Its: _____

PRESIDENT

CHICAGO AND MAIN L.L.C.

By: _____

M. San

Its: _____

member of managing member

UNOFFICIAL COPY

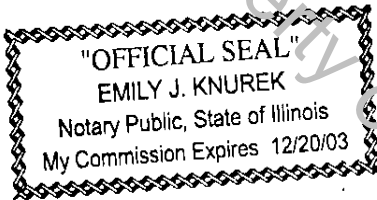
00922148

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public for and in said County, in the State aforesaid, DO HEREBY CERTIFY, that Harry Katz, personally known to me to be the President of GreatBank A National Association, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of November, 2000.

Commission expires Dec. 20, 2003



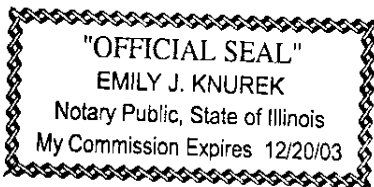
Emily J. Knurek
Notary Public

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public for and in said County, in the State aforesaid, DO HEREBY CERTIFY, that Warren N. Barr, III, personally known to me to be the _____ of Chicago and Main L.L.C., appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of November, 2000.

Commission expires Dec. 20, 2003



Emily J. Knurek
Notary Public

manager of
managing member

UNOFFICIAL COPY

00922148

EXHIBIT A

LEGAL DESCRIPTION

[Attached Hereto]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LEGAL DESCRIPTION

EXHIBIT "A"

File No.: 113874

Lots 1, 2 and 3 in Block 2 in Gibbs, Ladd and George's Addition to Evanston, being a subdivision of part of the South half of the Northeast quarter of Section 19, Township 41, North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PINS: 11-19-220-007, 008, 009 & 010

C/K/A: 515 Main Street, Evanston, IL

Property of Cook County Clerk's Office