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OPTION TO PURCHASE REAL ESTATE

Cook County Recorder

55.50



In consideration of Ten Dollars (\$10.00) paid to The First National Bank of Blue Island as Trustee under Trust Agreement dated June 1, 1983 and known as Trust No. 97022, of 13057 S. Western Avenue, Blue Island, Illinois, hereinafter called "Seller," receipt of which is hereby acknowledged. Seller hereby gives and grants to Ellen Napleton Roche of 7552 Woodland Lane, Burr Ridge, Illinois hereinafter called "Purchaser," her heirs and assigns, the exclusive option to purchase the real property of Seller situated at 607-617 Green Bay Road, Village of Wilmette, County of Cook, State of Illinois, and particularly described as set forth on Exhibit A attached hereto, together with the buildings and all other improvements thereon, all easements, rights of way and appurtenances thereto, and all rights, title and interest in all public ways adjoining the property; and all the personal property on or employed in connection with the real property herein described is hereinafter collectively referred to as the "Property."

This option is given on the following terms and conditions:

SECTION ONE

PRICE AND TERMS OF PAYMENT

The purchase price for the property shall be One Million Six Hundred Thousand Dollars (\$1,600,000.00) which shall be paid, on exercise of this option by Purchaser, as follows: In cash within 30 days of exercise and the delivery of title from Seller to Purchaser.

SECTION TWO

PERIOD OF OPTION AND EXTENSION

This option may be exercised by giving notice thereof to Seller at 15 Ambriance Drive, Village of Burr Ridge, County of Cook, State of Illinois, at any time during the primary period from the earlier of November 1, 2009 to October 31, 2010 or the death of Francis E. Napleton.

SECTION THREE

TITLE

If the option is exercised, Seller shall within 45 days after the delivery to him of the notice of exercise, secure and submit to Purchaser, for examination by her attorneys, evidence of merchantable title in the property by Chicago Title and Trust Company. Within ten (10) days thereafter, Purchaser shall give notice in writing to Seller of any defects in or objections to the title as so evidenced, and Seller shall clear the title of the defects and objections so specified.

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If Seller fails to clear title to the extent herein required or to submit evidence of his ability to do so prior to closing, and such failure continues for 30 days after the date of exercise of the option, Purchaser may clear title to the extent so required and charge the cost of clearing to Seller or, at the option, may terminate the contract by giving 30 days' notice to Seller.

Title to be conveyed as herein provided shall be merchantable title, free and clear of all liens, encumbrances, restrictions and easement, except the following: General taxes not yet due and payable, covenants and restrictions of record, public roads and highways and public utility easements.

SECTION FOUR**ESCROW; CLOSING**

An escrow shall be opened with Chicago Title and Trust Company within 30 days after exercise of this option. All necessary documents shall be delivered to the escrow agent and all payments required hereunder, including payment of the balance of the purchase price, shall be made to the escrow agent. Seller and Purchaser shall execute such escrow instructions, not inconsistent with the terms of this option, as may be requested by the escrow agent from time to time.

Taxes and assessments for the current year, water rents due but not delinquent, and rentals under existing leases and tenancies shall be prorated between the parties as of the date of closing of escrow.

The sale transaction shall close when the escrow agent is able to comply with the provisions hereof. If closing is not accomplished within 30 days from the date of exercise of this option or such extended period thereafter not to exceed 30 days as provided for by escrow instructions, at the election of either party, the escrow shall be terminated, and all deposits made on the account of the purchase price and instruments deposited in escrow shall be returned to the respective parties entitled thereto.

SECTION FIVE**POSSESSION AND RISK OF LOSS**

Seller shall continue in possession of the property until close of escrow, and shall remain the same in its present condition, reasonable wear from ordinary use excepted. Possession shall be transferred to Purchaser on closing.

Risk of loss from fire or other casualty to the property shall be Seller's until transfer of possession as herein provided. Seller shall maintain adequate insurance against loss, including extended coverage, during such period. All policies of insurance on the property shall be transferred to Purchaser at close of escrow, at her option.

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Return
Address:

James J. Roche + Assoc.
642 N. Dearborn
Chicago, IL 60610

UNOFFICIAL COPY**EXHIBIT A****10124619****Legal Description:**

Parcel 1: 05 34 109 011

Lot 1 of Mueller's resubdivision of Lot 4 in Block 5 in Wilmette Village in the North Section of Quilmette Reservation in Section 34, Township 42 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Parcel 2: 05 34 109 012

The Southeastern 50 Feet of Lot 3 in Block 5 in Wilmette Village, a subdivision of the West 63.55 chains of the North Section of Quilmette Reservation, also the 40 feet North of and adjoining the center line of North Avenue and the 33 Feet South of and adjoining the center line of South Avenue, in Section 34, Township 42 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 3: 05 34 109 013

The Northwestern 50 feet of Lot 3 in Block 5 in the Village of Wilmette, a subdivision of the West 63.55 chains of the North Section of Quilmette Reservation, also the 40 feet north of and adjoining the center line of North Avenue and the 33 Feet South of and adjoining the center line of South Avenue, in Section 34, Township 42 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 4: 05 34 109 014

The Southwesterly 24 Feet of Lot 4 in McDaniel's Subdivision of Lots 1 and 2 in Block 5 in Wilmette Village, in the North Section of Quilmette Reservation in Section 34, Township 42 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

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LEASE RIDER

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The Rider is incorporated by reference and made a part of the document to which it is attached, dated November 1, 1999.

THIS LEASE is executed by FIRST NATIONAL BANK OF BLUE ISLAND, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated 02/12/97 and known as Trust No. 97022 at FIRST NATIONAL BANK OF BLUE ISLAND, to all provisions of which Trust Agreement this lease is expressly made subject. It is expressly understood and agreed that nothing herein or in said Lease contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said lessee, and by every person now or hereafter claiming any right or security hereunder; and that so far as the said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the premises hereby leased for the payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds legal title to the property herein described; that said Trustee has no control over, and under this lease, assumes no responsibility for, (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property, (3) the collection of rents or the rental of such property, (4) the conduct of any business which is carried on upon such premises, or (5) the maintenance of any form of insurance on the premises.

**FIRST NATIONAL BANK OF BLUE ISLAND,
as Trustee, and not personally.**

By: Michael Clark
Assistant Vice President & Trust Officer

Attest: Robert T. Brennan
Assistant Vice President & Trust Officer

