

UNOFFICIAL COPY

MEMORANDUM OF CONTRACT

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2002-07-19 12:59:16
Cook County Recorder 47.00



ST 5030252

Notice is hereby given that pursuant to a certain Agreement to Purchase Real Estate dated November 20, 2001, between **SKOKIE VALLEY POST NUMBER 3854, INC.**, an Illinois not-for-profit corporation, as "Seller," and **LINCOLNWOOD CONSTRUCTION COMPANY II**, an Illinois corporation, as "Purchaser," certain rights of first offer and refusal were granted as set forth on Exhibit A attached hereto, concerning the Property legally described as follows:

Lot 13 in V.F.W. Post No. 3854 Subdivision of part of the Southwest 1/4 of Section 27, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PIN: Part of 10-27-303-012-0000

Address: 7401 Jarvis Avenue
Skokie, Illinois

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IN WITNESS WHEREOF, this Memorandum of Contract has been executed on this 13th day of June, 2002.

LINCOLNWOOD CONSTRUCTION COMPANY II

By: *Sol Porter*
Sol Porter, President

SKOKIE VALLEY POST NUMBER 3854, INC.

By: *Henry Borgardt*
~~Robert A. Hopsicker, President~~
HENRY BORGARDT, UIC. President.

BOX 333-CTI

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, LINDA TYRRELL, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY that Sol Porter, the President of Lincolnwood Construction Company II, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of Lincolnwood Construction Company II, for the uses and purposes therein set forth.

Given under my hand and notary seal on this 13th day of June, 2002.



Linda Tyrrell
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Richard J. Witry, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY that ~~Robert A. Hopsicker~~ ^{Henry Bogardt}, the President of Skokie Valley Post Number 3854, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of Skokie Valley Post Number 3854, Inc., for the uses and purposes therein set forth.

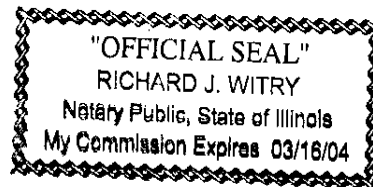
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Given under my hand and notary seal on this 13th day of June, 2002.

Richard J. Witry
Notary Public

PREPARED BY AND AFTER RECORDING MAIL TO:

Bruce J. Waldman
COHON, RAIZES & REGAL
Suite 1860
208 South LaSalle Street
Chicago, Illinois 60604



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EXHIBIT A TO MEMORANDUM OF CONTRACT

ARTICLE 25 RIGHT OF FIRST OFFER AND REFUSAL

25.1 Right of First Offer. Seller hereby grants to Purchaser a right of first offer concerning the real estate retained by Seller depicted as Lot 13 on Exhibit C. Accordingly, at such time in the future as Seller decides it would like to sell Lot 13, then before Seller offers to sell Lot 13 to any third party and before Seller enters into any listing agreement concerning same, Seller shall notify Purchaser in writing and the parties shall negotiate with each other in good faith for a period of ninety (90) days after the date of such notice in an effort to reach an agreement and enter into a written contract concerning the sale of Lot 13, containing price and other terms and conditions as are mutually satisfactory to the parties. If ninety (90) days after such written notice to Purchaser, the parties have been unable to enter into such a written contract, then the right of first offer shall be null and void and Seller may proceed to offer to sell Lot 13 to any third party of its choosing.

25.2. Right of First Refusal. After the expiration of the right of first offer described above, if Seller enters into a written contract to sell Lot 13, then Seller shall notify Purchaser in writing, enclosing a copy of the fully executed contract ("Third-Party Contract"), and Purchaser shall have a right of first refusal to match the Third-Party Contract and enter into a written contract with Seller containing all of the same terms and conditions as the Third-Party Contract. If Purchaser fails to deliver its written offer containing all of the same terms and conditions as the Third-Party Contract within thirty (30) days after Purchaser's receipt of Seller's written notification of the Third-Party Contract, then this right of first refusal shall expire and Seller may proceed to sell Lot 13 pursuant to said Third-Party Contract. If Seller does not consummate the sale of Lot 13 pursuant to said Third-Party Contract, then the right of first refusal shall again apply to any subsequent contracts entered into by Seller concerning the sale of Lot 13. The rights granted to Purchaser in this Article 25 are for the benefit of Purchaser only, and are not for the benefit of Purchaser's successors or assigns.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by Seller and Purchaser on the respective dates set forth beneath each of their signatures.

PURCHASER:

LINCOLNWOOD CONSTRUCTION CO. II

By: Sol Porter

Sol Porter, President

Dated: 11/21/01

SELLER:

SKOKIE VALLEY POST NUMBER
3854, INC.

By: R.G. Noyes

Its: PROS.

Dated: 11/20/01

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