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Cook County Recorder of Deeds
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PURCHASE AGREEMENT AND LEASE

FOR VALUE RECEIVED, this Purchase Agreement ("Agreement") is made this October 17, 2003 among 4635-41 N. BROADWAY LLC, an Illinois limited liability company ("LLC"), MOHAMMED SIDDIQI, an Illinois resident ("Purchaser"), and BROADWAY BANK, an Illinois banking corporation ("Bank"), with regard to 4635-4641 N. Broadway, Chicago, Illinois (referred to herein as the "Property" with a legal description attached hereto as Exhibit A and incorporated herein by reference).

WHEREAS, this transaction is being consummated with the intent of complying with Islamic Rules of Diminishing Musharakah.

WHEREAS, Bank and Purchaser have agreed to form the LLC, which shall be composed of 7,100 membership units each valued at Two Hundred Fifty and 00/100 Dollars (\$250.00) ("Membership Units"). The LLC shall be manager managed and the Purchaser shall be the manager of the LLC.

WHEREAS, Bank will initially own 4,560 Membership Units comprising approximately 64.23% ownership of the LLC and Purchaser will own 2,540 Membership Units comprising a 35.77% ownership of the LLC.

WHEREAS, the Bank and Purchaser have agreed that LLC will hold legal title to the Property.

WHEREAS, the Purchaser shall pay the Bank rent monthly for a period of Five (5) Years according to the Payment Schedule attached hereto as Exhibit B and incorporated herein by reference to use the Bank's portion of the Property (the "Lease").

WHEREAS, the Purchaser's monthly payment to the Bank shall be composed of (1) rent to the Bank in consideration of the Bank allowing the Purchaser to use the Property and (2) payments to the Bank to purchase portions of the Bank's Membership Units in the LLC.

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WHEREAS, at the end of each twelve month period of the Lease, the Purchaser shall purchase undivided Membership Units of the LLC from the Bank based upon the total payment for the Bank's Membership Units paid by the Purchaser during the year (this amount being listed on the Payment Schedule as the "Cumulative Membership Interest Payments"). Any excess amounts that cannot be applied to purchase an undivided Membership Interest of the Bank shall be attributed to the following twelve month period of the Lease.

WHEREAS, Bank shall have the option to sell all of its Membership Units to the Purchaser in one payment based upon the value of the Bank's Membership Units at the time of the payment ("Purchase Amount") and listed on the Payment Schedule as "Purchase Amount" together with any unpaid rents or fees at the earlier of October 17, 2008 (the "Purchase Date") or the occurrence of an Event of Default.

WHEREAS, Purchaser shall have the option to buy all of Bank's Membership Units from the Bank in one payment based upon the value of the Bank's Membership Units at the time of the payment and listed on the Payment Schedule as "Purchase Amount" together with any unpaid rents or fees subject to a prepayment penalty.

WHEREAS, Purchaser and Bank intend that this transaction be treated as a conditional sale for tax treatment purposes under Internal Revenue Service Rev. Rul. 55-540.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the parties agree as follows.

1. **Joint Ownership of the Property through the LLC.** The Bank and the Purchaser are purchasing the Property in joint ownership through the LLC. The initial ownership percentages in the LLC shall be approximately 64.23% ownership for the Bank evidenced by 4,560 Membership Units and 35.77% ownership for the Purchaser evidenced by 2,540 Membership Units. The ownership percentages and the amount of Membership Units are based on the investment payment made by each party at the time of purchase based on the value of the Property.

2. **Yearly Purchase of Bank's Membership Interests.** Every year, beginning on October 17, 2004, the Purchaser promises to purchase Membership Units from the Bank based upon the Purchaser's total payments for the Bank's Membership Units paid during the year. To evidence these transfers, the Purchaser and Bank will execute a document stating the above-mentioned facts. The form of the Agreement for the Purchase of Membership Units is attached hereto as Exhibit C and incorporated herein by reference and shall be completed based upon the number of Membership Units purchased by the Purchaser from the Bank.

3. **Sale of Bank's Membership Interest.**

(a) Bank shall have the option of selling its Membership Units or foreclosing the Purchaser's Membership Units of the LLC based upon the value of the Bank's Membership Units at the time of the payment or foreclosure and listed on the Payment

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Schedule as "Purchase Amount" together with any unpaid rents or fees or any amounts the Bank is owed under the Security Documents as defined in Section 8 on the earlier of (i) the Purchase Date or (ii) at any such time as an Event of Default occurs.

(b) Purchaser shall have the option of buying the Bank's Membership Units of the LLC in one payment based upon the value of the Bank's Membership Units at the time of the payment and listed on the Payment Schedule as "Purchase Amount" together with any unpaid rents or fees or any amounts the Bank is owed under the Security Documents subject to the provisions and payments of Section 13. The payment of the Purchase Amount on the Purchase Date or at any such time as an Event of Default occurs, shall be for all the Membership Units and all accrued rent not yet paid.

4. **Lease Term.** The Lease shall commence on the date listed above and shall end on October 17, 2008 (the "Purchase Date") or on the date of the sale of all the Bank's Membership Units to the Purchaser.

5. **Payment Schedule.** Payments shall be made by the Purchaser to the Bank in the amounts listed on the Payment Schedule. Purchaser promises to make payments to the Bank at 5966 N. Broadway, Chicago, Illinois 60660, or at such place as the Bank hereof may from time to time designate in writing. Bank shall be paid in monthly payments due and payable in arrears on the first (1st) day of each calendar month beginning with the first full calendar month after the date hereof

If at any time the Prime Rate (as reported in the Money Rates section of the Wall Street Journal, or a suitable replacement if that index ceases to be a viable index) exceeds six percent (6%), the payments listed on the Payment Schedule will be adjusted upwards to reflect a higher rental rate based upon an actual calculation of the prime rate plus one percent (1%), and the Bank will be entitled to accrue the rent and collect it pursuant to the this paragraph.

6. **Bank's Fees.** The Borrower shall pay a service fee of Eleven Thousand Four Hundred and 00/100 Dollars (\$11,400.00) ("Service Fee") to the Bank.

7. **Application of Payments.** Unless otherwise agreed, required by applicable law or upon Purchaser's default, payments will be applied at Bank's discretion, first to unpaid real estate taxes, second to any unpaid collection costs, late charges and Bank's charges, third to accrued unpaid rent under this Agreement, fourth to rent and fifth to payments for the Bank's Membership Units. All amounts due under this Agreement shall be payable on the first (1st) day of each calendar month, without setoff, counterclaim or any other deduction whatsoever.

8. **Security for the Agreement; Security Documents.** This Agreement is secured by: (i) Pledge Agreement of MOHAMMED SIDDIQI; (ii) Mortgage, Assignment of Lease and Rents and Security Agreement; (iii) Environmental Indemnification Agreement; and (iv) such other documents now or hereafter executed by Purchaser and/or others and by or in favor of Bank, which wholly or partially secure or guarantee payment of this Agreement including, without limitation, any collateral assignments and reserve and/or escrow accounts (such other documents, collectively, the "Other Security Documents", and together with any and all other instruments,

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agreements or documents, now or hereafter evidencing, securing or otherwise relating to this Agreement, as the same may be amended, restated, renewed, consolidated and/or replaced from time to time in accordance with their respective terms, collectively, the "Security Documents")

9. **Late Charge.** If any sum payable under this Agreement is not paid before the tenth (10th) day after the date such payment is due, Purchaser shall pay to Bank on demand an additional amount of Three Hundred Thirty-Two and 50/100 Dollars (\$332.50) to defray the expenses incurred by Bank in handling and processing such delinquent payment and to compensate Bank for the loss of the use of such delinquent payment, from the date such payment is due, and such additional amount shall be secured by the Other Security Documents.

10. **Covenants.** Purchaser and LLC, to the extent applicable, covenant with the Bank as follows:

(a) They will comply promptly with any requirement of any governmental authority and furnish Bank, on demand, with official searches made by any governmental authority;

(b) They will pay to or for the account of Bank on or before the closing: (i) the Service Fee, (ii) Bank's counsel fees, and (iii) all costs and expenses required to satisfy the conditions of this Agreement and the closing of this Agreement; without limitation of the generality of the foregoing, Borrower will pay:

(A) all taxes and recording expenses;

(B) the fees and commissions lawfully due to brokers in connection with this transaction;

(C) all title insurance charges and premiums; and

(D) all costs of surveying the Property.

To the extent services are required of Bank's counsel after the date hereof, including, but not limited to, those normally incident to the closing and the Agreement contemplated hereby, Purchaser shall pay the reasonable fees therefor promptly upon the rendering of such a bill and delivery thereof to Bank;

(c) They will cause all conditions hereof to be satisfied to the extent it is within its power to do so;

(d) They will indemnify, defend and hold harmless Bank from claims of brokers arising by reason of the execution hereof or the consummation of the transactions contemplated hereby, and from expenses incurred by Bank in connection with any such claims (including, but not limited to, attorneys' fees and appellate attorneys' fees);

(e) LLC will:

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- (i) not own any asset or property other than: (A) the Property; and (B) incidental personal property necessary for the ownership or operation of the Property;
- (ii) not engage in any business other than the ownership, improvement, management and operation of the Property;
- (iii) not enter into any contract or agreement with any Purchaser or an affiliate, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length third-party basis;
- (iv) not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than: (A) the Debt; and (B) trade and operational debt incurred in the ordinary course of business with trade creditors and in amounts as are customary and reasonable under the circumstances. Except with Bank's prior written approval in each instance, no indebtedness other than the Debt is or shall be secured by the Property. Bank's approval shall be granted or withheld at Bank's sole discretion. In connection with any such financing approved by Bank, Purchaser shall be required to obtain and deliver to Bank a subordination and standstill agreement from such lender which shall be in form and substance satisfactory to Bank in its sole discretion;
- (v) not make any loans or advances to any third party (including any constituent party, or any affiliate of Purchaser, of any constituent party of Purchaser), except in de minimis amounts in the ordinary course of business and of the character of trade or operational expenses;
- (vi) do or cause to be done, all things necessary to preserve its existence, and Purchaser will not, nor will Purchaser permit any constituent party or Purchaser, to amend, modify or otherwise change the limited liability company certificate, operating agreement, articles of organization or other organizational documents,
- (vii) maintain books and records and bank accounts separate from those of its affiliates and any constituent party, and it will file or cause to be filed separate tax returns.
- (viii) be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate of Purchaser, any constituent party or any affiliate of any constituent party);
- (ix) not commingle its funds and other assets with those of any constituent party, any affiliate of Purchaser, of any constituent party or of any other person;
- (x) not file or consent to the filing of any petition to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors; and

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(xi) not hold itself out to be responsible for the debts or obligations of any other person;

(f) It will not lease, subleases, license or grant any occupancy arrangement with respect to the Property at a rate below fair market value.

(g) It will satisfy or bond any lien for the performance of work or the supply of materials filed against the Property or the Purchaser's Membership Units not later than thirty (30) days after Purchaser has received notice of the filing thereof.

(h) It will provide financials for fiscal year end, to be certified as true and correct by Borrower, which shall be in such detail as Lender may reasonably require and provide copies of Federal income tax returns no later than thirty (30) days after filing or a copy of an extension within ten (10) days after its filing but in no event to be filed later than one hundred and twenty days (120) days.

(i) It will open and maintain all operating accounts with the Bank.

11. Events of Default

(a) The entire outstanding Purchase Amount, together with all accrued and unpaid rents thereon, any fees of the Bank and all other sums due under this Agreement (all such sums, collectively, the "Debt"), or any portion thereof, shall without notice become immediately due and payable at the option of Bank: (i) if any payment required in this Agreement is not paid or on the Purchase Date, whichever first occurs; or (ii) upon the happening of any other Event of Default as defined in paragraph (b) or in any other Security Documents executed by Purchaser in favor of Bank (each of the foregoing, an "Event of Default"). In the event that Bank retains counsel to collect the Debt or to protect or foreclose the security provided in connection herewith after an Event of Default, Purchaser also agrees to pay on demand all costs of collection incurred by Bank, including reasonable attorneys' fees and costs for the services of counsel whether or not suit is brought.

(b) Events of Default. The following shall constitute Events of Default hereunder:

(i) if Purchaser fails to pay or expend when due or required any sum of money required to be paid or expended under this Agreement or the Security Documents;

(ii) if Purchaser fails for ten (10) days after the giving to it by the Bank of written notice to comply with any covenants or agreements made by it in this Agreement or the Security Documents, other than a covenant to pay or expend any sum of money or if Purchaser otherwise fails to comply with any terms or conditions of this Agreement; provided, however, that if: (A) compliance with such non-monetary term or condition cannot reasonably be effected within such ten (10) day period and the condition giving rise to Purchaser's non-compliance is reasonably capable of being cured within the time periods set forth herein, and (B) Purchaser shall have in good faith promptly and diligently commenced to cure such default within such ten (10) day period, then the

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period to cure shall be deemed extended for thirty (30) days from the date of such non-compliance and (C) Purchaser diligently and continuously proceeds to cure such non-compliance to Bank's satisfaction;

(iii) if a default shall occur under any document delivered by Purchaser to Bank in connection with this Agreement, beyond any applicable grace period provided for therein;

(iv) if at any time any representation or warranty made by Purchaser in this Agreement or the Pledge Agreement shall be incorrect;

(v) if Purchaser or any entity related in whole or in part to Purchaser shall default in any respect under any other agreement with or obligation to Bank;

(vi) if any of the following events occur: (A) if by order of a court of competent jurisdiction, a receiver, liquidator or trustee of Purchaser or any of its, his or their properties, shall be appointed and shall not have been discharged within thirty (30) days, or (B) if any of the creditors of Purchaser shall commence against Purchaser an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect and if such case shall not be discharged or dismissed within ninety (90) days after the date on which such case was commenced, or (C) if Purchaser is adjudicated bankrupt or insolvent or a petition for reorganization is granted (without regard for any grace period provided for herein), or (D) if there is an attachment or sequestration of any of the property of Purchaser and same is not discharged or bonded within forty-five (45) days, or (E) if Purchaser shall commence a voluntary case under any such law, now or hereafter in effect, relating to the reorganization of Purchaser or the arrangement or readjustment of the debts of Purchaser, or (F) if Purchaser shall make any assignment for the benefit of its or his creditors or shall admit in writing its inability to pay its or his debts generally as they become due or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Purchaser or of any part of its or his property, or (G) if Purchaser shall fail generally to pay its or his debts as such debts become due, or if Purchaser shall take any action in furtherance of any of the foregoing;

(vii) if the Purchaser's Membership Units or any part thereof or any interest therein is sold, conveyed, assigned or transferred by Purchaser without the prior written consent of Bank except if the sale, conveyance, assignment or transfer is to the Bank;

(viii) if there is a material adverse change in the identity, control or financial condition of the Purchaser;

(ix) if Purchaser ceases to do business or terminates its or his business for any reason whatsoever;

(xi) if Purchaser fails to pay or cause to be paid, before any fine, penalty, interest or cost that may be added thereto, real estate taxes, assessments, water rates and charges, and other governmental charges, general and special, ordinary

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and extraordinary, foreseen as well as unforeseen, of any kind and nature whatsoever, including, but not limited to, assessments for public improvements or benefits which are assessed, levied, confirmed, imposed or become a lien upon the Property or become payable while any portion of the Purchase Amount remains outstanding or Purchaser enters into any agreement, whether written or oral, which has the effect of deferring the payment of any tax or other charges which are or can be assessed, levied, confirmed, imposed or become a lien on the Property or become payable;

(xii) if Purchaser encumbers, alienates, hypothecates, grants a security interest in or grants any other interest whatsoever in the Property, Purchaser's Membership Units, or any part thereof or any right, title or interest in this Agreement or any proceeds of the Agreement without the prior written consent of Bank;

(xiii) if Purchaser fails to timely perform any of the terms, conditions covenants and/or agreements contained in this Agreement; or

(xiv) if Bank, in good faith, believes itself to be insecure with regard to its rights under this Agreement and Other Security Documents.

12. **Actions Upon Default; Default Rental Rate.** Upon default, which includes failure to pay when payments are due, failure to pay on the Purchase Date or where technical default exists due to material changes that have not been reported in writing, and agreed upon by the Bank, the Bank, at its option may enforce the following remedies and or any other remedies available to the Bank under applicable law: (a) Declare the entire Purchase Amount and all accrued rent immediately due, without notice and then Purchaser will pay that amount; (b) Declare an increase in the rental rate to the default rental rate of eighteen percent (18%) per annum of the Purchase Amount until default is cured by paying all past due rents or (c) sell the Purchaser's Membership Units as directed in the Pledge Agreement and use the proceeds of the sale to cure the default and pay the Debt and the Bank shall be allowed to bid the amount of the Debt in any sale or foreclosure proceeding up through the amounts remaining to be paid.

13. **Prepayment.** There shall be a penalty equal to 6 months rent on any full or partial payments for Bank's Membership Units in excess of the Payment Schedule.

14. **No Usury.** It is expressly stipulated and agreed to be the intent of Bank and Purchaser at all times to comply with applicable state law or applicable United States federal law (to the extent that it permits Bank to contract for, charge, take, reserve, or receive a greater amount of rent than under state law) and that this Section shall control every other covenant and agreement in this Agreement and the other Security Documents. If the applicable law (state or federal) is ever judicially interpreted so as to render usurious any amount called for under this Agreement or under any of the other Security Documents, or contracted for, charged, taken, reserved, or received with respect to the Debt, or if Bank's exercise of the option to accelerate the maturity of this Agreement, or if any prepayment by Purchaser results in Purchaser paid any rent in excess of that permitted by applicable law, then it is Purchaser's and Bank's express intent that all excess amounts theretofore collected by Purchaser shall be credited on the Purchase Amount of this Agreement and all other Debt (or, if this Agreement and all other Debt have been or would thereby be paid in full, refunded to Bank), and the

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provisions of this Note and the other Security Documents immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new documents, so as to comply with the applicable law and so as to permit the recovery of the fullest amount otherwise called for hereunder or thereunder. All sums paid or agreed to be paid to Bank for the use, forbearance, or detention of the Debt shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of the Debt until payment in full so that the rate or amount of rent on account of the Debt does not exceed the maximum lawful rate from time to time in effect and applicable to the Debt for so long as the Debt is outstanding. Notwithstanding anything to the contrary contained herein or in any of the other Security Documents, it is not the intention of Bank to accelerate the maturity of any rent that has not accrued at the time of such acceleration or to collect unearned rent at the time of such acceleration.

15. **Real Estate Taxes.** The Purchaser shall pay the real estate taxes on the Property. Bank shall maintain an additional account for the payment of the real estate taxes, insurance premiums, and other protective advances that may be needed to be made to protect the Property from impositions or liens ("Taxes and Insurance Reserve Escrow Account"). Purchaser shall deposit Four Thousand Six Hundred Ninety-Nine and 81/100 Dollars (\$4,699.81) into the Taxes and Insurance Reserve Escrow Account at Closing. Purchaser shall make monthly payments of one twelfth (1/12) of one hundred and ten percent (110%) of the aggregate amount of the most recent ascertainable annual real estate tax bill for the Property into the Taxes and Insurance Reserve Escrow Account. The funds in the Taxes and Insurance Reserve Escrow Account may be used by Bank, in its sole discretion, to make real estate tax payments, pay insurance premiums, and make other protective advances that may be needed to be made to protect the Property from impositions or liens. The Purchaser shall be responsible for all the expenses incurred on the Property including any repair and maintenance.

16. **Insurance.**

(a) LLC shall obtain and Purchaser shall make payments for and continuously keep in effect for the benefit of itself and the Bank the following insurance policies (the "Policies), (i) a comprehensive general liability policy with coverage of not less than one million dollars and 00/100 (\$1,000,000.00) for any one occurrence and not less than two million dollars and 00/100 (\$2,000,000.00) for all occurrences in the aggregate with a One Million One Hundred Thousand and 00/100 Dollars (\$1,140,000.00) umbrella or excess policy and (ii) fire and extended coverage insurance endorsements for the full insurable value of the Property and improvements. These Policies shall be issued by companies acceptable to the Bank and include a lender's loss payable clause. Such policy shall be endorsed to name Bank as an insured thereunder, as its interest may appear, with loss payable to Bank, without contribution or assessment, under a standard Illinois mortgagee clause and, to the extent obtainable, shall include a waiver by the insurer of rights of subrogation against any named or additional insured, the Debt secured hereby and the Property. All insurance policies and endorsements required pursuant to this Section shall be fully paid for, nonassessable and contain such provisions and expiration dates and be in such form and amounts and issued by insurers, qualified to engage in the insurance business in the State of Illinois, with an investment grade rating for claims paying ability by Moody's Investors Service, Inc., Standard & Poor's Rating

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Group, Fitch Investor Service or Duff & Phelps, Inc., as shall be approved by Bank. Without limiting the foregoing, each policy shall specifically provide that (a) such policy may not be canceled except upon thirty (30) days prior written notice to Bank and upon ten (10) days prior written notice to Bank for nonpayment of the insurance premium, (b) no act or thing done by Purchaser or LLC shall invalidate the policy as against Bank, and (c) any and all insurance proceeds will be paid to Bank so long as Bank certifies to the insurer that the unpaid Debt exceeds the proceeds of insurance and Bank determines that it is reasonably insecure and its collateral is impaired with regard to this Agreement. Bank shall increase the amount of insurance required to be provided hereunder at the time that each such policy is renewed (but, in any event not less frequently than once during each twelve (12) month period) by using the F.W. Dodge Building Index to determine whether there has been an increase in the replacement cost of the improvement since the most recent adjustment of any such policy and, if there has been any such increase, the amount of insurance required to be provided hereunder shall be adjusted accordingly. LLC will assign and deliver the policy or policies of all such insurance to Bank, which policy or policies shall have endorsed thereon the standard Illinois mortgagee clause in the name of Bank, so and in such manner and form that Bank and its successors and assigns shall at all times have and hold said policy or policies as collateral and further security for the payment of the Debt until the full payment of the Debt. In addition, from time to time, upon the occurrence of any change in the use, operation or value of the Property, or in the availability of insurance in the area in which the Property is located, LLC shall, within fifteen (15) business days after demand by Bank, take out such additional amounts and/or such other kinds of insurance as Bank may require. All such policies of insurance to be provided under this Section and evidence of the renewals thereof shall be delivered by Purchaser to Bank at least thirty (30) days prior to the expiration of coverage, together with proof of premium payment therefor for at least one (1) year.

(b) LLC shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section, unless Bank is included thereon as a named insured with loss payable to Bank under a standard mortgagee endorsement of the character above described. LLC shall immediately notify Bank whenever any such separate insurance is taken out and shall promptly deliver to Bank the policy or policies for such insurance.

(c) If the Property, or any part thereof, is located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area, Purchaser will keep, for as long as any Debt remains unpaid, the Property covered by flood insurance in an amount at least equal to the full amount of the Purchase Amount or the maximum limit of coverage available for the Property under the National Flood Insurance Act of 1968, whichever is less.

(d) Purchaser shall give Bank prompt notice of any loss covered by insurance and Bank shall have the right to join LLC and/or Purchaser or any affected lessee for the Property in adjusting any such loss in excess of ten thousand dollars and 00/100 (\$10,000.00). The proceeds of insurance policies coming into the possession of Bank shall not be deemed trust funds and Bank shall have the option in its sole discretion to apply any insurance proceeds it may receive pursuant hereto, or otherwise, to the payment of the Debt subject to the following:

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Bank will make proceeds available for restoration of the entire or any portion of the Property. In the event any such insurance proceeds shall be used to reduce the Debt, the same shall be applied by Bank, after the deduction therefrom and repayment to Bank of any and all costs incurred by Bank in the recovery thereof, in any manner it shall designate, including but not limited to, the application of such proceeds to the then unpaid installments of the rent under this Agreement;

17. Maintenance and Care of Property.

(a) Purchaser will not commit, or permit to be committed, any waste on the Property or any part thereof, or make any change in the use of the Property, or any part thereof, which will in any way increase any ordinary fire or other hazard arising out of construction or operation.

(b) Purchaser and/or its designees, as the case may be, shall comply with all requirements of any Federal, State or local departments, authorities or bureaus having jurisdiction over the Property.

(c) Purchaser shall promptly repair or replace any of the Property damaged by fire or other casualty to the reasonable satisfaction of Bank.

(d) Purchaser shall not use any of the Property in any way that violates in any material respect any Federal, State or local law, ordinance, rule, regulation or requirement or any restrictive covenant upon the use of the Property.

(e) Bank or its agents or representatives shall have the right to inspect the Property from time to time during any reasonable business hours on reasonable prior notice (which may be telephonic or facsimile notice).

(f) No portion of the Property shall be altered, removed or demolished without the express written consent of Bank.

18. Hazardous Substances.

(a) Purchaser represents and warrants to Bank that: (i) no Hazardous Substance (as hereinafter defined) has been used, manufactured, generated, stored, treated or processed at the Property except in the ordinary course of business and in a manner that is in compliance with all applicable legal requirements, (ii) no Hazardous Substance has been spilled, released, discharged, disposed, placed or otherwise caused to be found in, on, over, under or from any portion of the Property except Hazardous Substances that are customary in the construction industry in the construction of improvements at a site and which are used and maintained in material compliance with all applicable legal requirements, and (iii) no Hazardous Substance has been used in the construction, alteration, repair or replacement of all or any portion of the Property except Hazardous Substances that are customary in the construction industry in the construction of improvements at a site and which are used and maintained in material compliance with all applicable legal requirements. In addition, Purchaser represents and warrants that there is no asbestos in, on, over or under all or any portion of the Property, and that

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asbestos has not been and will not be used for fireproofing or any other purpose at the Property. Purchaser represents that it has not received any written notice of any violation of any legal requirements governing the use, manufacture, generation, storage, treatment, transportation or processing of Hazardous Substances which remains outstanding as of the date hereof. Purchaser further represents that no actions, suits or proceedings have been commenced, or are pending or, to the best knowledge of Purchaser, are threatened, with respect to any legal requirements governing the use, manufacture, storage, treatment, transportation or processing of any Hazardous Substances. Hazardous Substances shall not include items allowed to be sold by lessees of the Property.

(b) Whether or not it has knowledge of any Hazardous Substance at the Property, Purchaser covenants that it shall (i) keep or cause the Property to be kept free of all Hazardous Substances except to the extent stored and/or used in material compliance with all legal requirements, (ii) not cause or permit, as the result of any intentional or unintentional act or omission on the part of Purchaser, its agents, employees, tenants, subtenants or other occupants of the Property, the release of Hazardous Substances in, on, over, under, or from any portion of the Property or onto any contiguous real property except to the extent any such release is in material compliance with all applicable legal requirements, (iii) promptly, upon gaining knowledge thereof, notify Bank of the presence of any Hazardous Substances in or on the Property other than Hazardous Substances used in the ordinary course of business and which are used and maintained in material compliance with all applicable legal requirements and which will not require the conduct of investigation or remedial action pursuant to any such applicable legal requirements, and/or the release of any Hazardous Substances in, on, over, under or from any portion of the Property, not in material compliance with all applicable legal requirements, and (iv) promptly, upon gaining knowledge thereof, notify Bank of any request for information or any inspection of the Property by any governmental authority with respect to any Hazardous Substances and provide Bank with copies of such request and any response to any such request or inspection.

(c) Purchaser covenants that it shall conduct and complete all investigations, studies, sampling and testing (and promptly shall provide Bank with copies of any such studies and the results of any such test) and all remedial, removal and other actions necessary to clean up and remove all Hazardous Substances present in amounts in excess of those permissible under applicable legal requirements in, on, over, under, or from the Property in compliance with all legal requirements applicable to the Property.

(d) Purchaser shall defend, indemnify and hold harmless Bank, and its successors and assigns, and each of their employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, known or unknown, contingent or otherwise, including, without limitation, reasonable attorneys' and consultants' fees and disbursements and investigation and laboratory fees (collectively, "Costs"), arising out of, or in any way related to: (i) the presence, disposal, release or threat of release of any Hazardous Substance in, on, over, under, from or affecting (including in connection with transportation of Hazardous Materials to or from) the Property or the soil, water, vegetation, or individuals thereon; (ii) any personal injury (including wrongful death, disease or other health condition related to or caused by, in whole or in part, any Hazardous Substance) or property damage (real or personal) arising out of or related to

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any Hazardous Substance in, on, over, under, from or affecting (including in connection with transportation of Hazardous Materials to or from) the Property or the soil, water, vegetation, or individuals thereon; (iii) any action, suit or proceeding brought or threatened, or government order relating to such Hazardous Substance in, on, over, under, from or affecting (including in connection with transportation of Hazardous Materials to or from) the Property or the soil, water, vegetation, or individuals thereon; and/or (iv) any violation of any legal requirements which is based on or in any way related to any Hazardous Substance in, on, over, under, from or affecting (including in connection with transportation of Hazardous Materials to or from) the Property or the soil, water, vegetation, or individuals thereon, and the cost of any work performed and materials furnished in order to comply therewith. This indemnification shall survive the termination of this Agreement by repayment of the Debt, foreclosure or otherwise; provided, however, that this indemnification shall exclude any such Costs to the extent that they arise (A) after the date title to the Property is vested in any third party including any purchaser who purchases at a foreclosure sale or by deed in lieu of foreclosure or (B) from the gross negligence or willful misconduct of any Indemnitee.

(e) For the purposes of this Agreement, "Hazardous Substance" shall mean (i) "hazardous substances" as defined by the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), (ii) "hazardous wastes", as defined by the Resource Conservation and Recovery Act ("RCRA"); and (iii) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended; but specifically excluding any such substance, material or waste that is not required by law to be remediated or abated and/or the presence of which is not a violation of any environmental law and/or the presence of which is at levels below those requiring any remediation or abatement under any environmental laws.

19. **Indemnification.** Purchaser hereby covenants and agrees as follows:

(a) In addition to any other indemnities to Bank specifically provided herein, Purchaser shall indemnify Bank and all of the directors, officers, shareholders, employees and agents of Bank and the LLC (collectively, including their respective successors and assigns, the "Indemnified Parties"), and save the Indemnified Parties or any one or more of them harmless from and against any and all losses, liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and disbursements which may be imposed upon, incurred by or asserted against the Indemnified Parties or any one or more of them, by reason of: (i) any improvements, other work or things done in, on or about the Property or any part thereof on or before the time that Bank becomes the owner of the Property (ii) any use, non-use, misuse, possession, occupation, alteration, repair, condition, operation, maintenance or management of the Property or any part thereof or of any street, drive, sidewalk, curb, passageway or space comprising a part thereof or adjacent thereto, (iii) any act or omission on the part of Purchaser, or any of its agents, contractors, servants, employees, licensees or invitees, (iv) any accident, injury (including death) or damage to any person or property occurring in, on or about the Property or any part thereof or in, on or about any street, drive, sidewalk, curb,

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passageway or space comprising a part thereof or adjacent thereto, (v) any Event of Default hereunder, under any of the other Security Documents and/or under any other transaction made between Bank and Purchaser (vi) any lien or claim which may be alleged to have arisen against or on the Property or any part thereof under the laws of the City of Chicago, the State of Illinois or of any other governmental or quasi-governmental authority or any liability asserted against the Indemnified Parties or any one or more of them with respect thereto, (vii) any contest by Purchaser permitted pursuant to the provisions hereof, and (viii) any claim resulting from the relationship between Purchaser and Bank as that of partners or joint venturers. Notwithstanding the foregoing, Purchaser shall not indemnify Bank in respect of: any matters arising for the time period after Purchaser purchases Bank's Membership Interests in the LLC; or matters arising out of Bank's gross negligence or willful misconduct.

(b) The obligations of Purchaser under this Section shall not in any way be affected by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Property.

(c) If any claim, action or proceeding is made or brought against the Indemnified Parties or any one or more of them by reason of any event as to which Purchaser is obligated to indemnify, then, upon demand by Bank or LLC, Purchaser, at its sole cost and expense, shall resist or defend such claim, action or proceeding in Bank or LLC's name, if necessary, by the attorneys for Purchaser's insurance carrier (if such claim, action or proceeding is covered by insurance), otherwise by such attorneys as Bank or LLC shall approve.

(d) Any sum payable by Purchaser to the Indemnified Parties or any one or more of them pursuant to this Section shall be payable on demand together with interest and shall be part of the Debt secured by this Agreement.

(e) The foregoing provisions of this Section are not intended and shall not be deemed to exculpate or indemnify any Indemnified Party with respect to such Indemnified Party's (i) willful misconduct or (ii) negligent acts or omissions except to the extent otherwise provided with respect to fire and other insurable casualty.

20. **Transfers Not Permitted.** Without the prior written consent of Bank, Purchaser and LLC shall not sell, convey, alienate, mortgage, encumber, pledge or otherwise transfer, or permit the transfer of, directly or indirectly, the Property or the Purchaser's Membership Interests, except as permitted in this Agreement and the Other Security Documents.

21. **Authority.** Purchaser represents that Purchaser has full power, authority and legal right to execute, deliver and perform its obligations pursuant to this Agreement and the Security Documents to be executed by it and that to Purchaser's knowledge this Agreement and the Other Security Documents to be executed by it constitute valid and binding obligations of Purchaser.

22. **Notices.** Any notice, consent or other communication to be given hereunder shall be in writing and shall be deemed received on the day of personal

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delivery, three (3) days after the deposit thereof with the United States Postal System as first class certified or registered mail, postage prepaid, return receipt requested, or on the first business day after deposit with a nationally recognized overnight carrier, such as Federal Express, Airborne and the like. All such notices, consents or other communications shall be addressed to Purchaser, LLC and Bank at their respective addresses set forth below or to such other addresses as Purchaser, LLC, Bank or such other parties, to whom copies of notices, consents or other communications are to be mailed, may direct in writing:

| | |
|-------------------------|---|
| If to Purchaser: | MOHAMMED SIDDIQI 6355 N. Claremont, Suite 201 Chicago, Illinois 60659 |
| with a copy to: | Charles Levy 1 N. LaSalle Street, Suite 1525 Chicago, Illinois 60602 |
| If to Bank: | Demetris Giannoulis Broadway Bank 5960 N. Broadway Chicago, Illinois 60660 |
| with a copy thereof to: | Alexander R. Domanskis Boodell & Domanskis, LLC 205 N. Michigan Avenue Suite 4307 Chicago, Illinois 60601 |
| If to LLC: | 4635-41 N. BROADWAY LLC c/o 6355 N. Claremont, Suite 201 Chicago, Illinois 60659 |

23. **Choice of Law and Venue; Submission to Jurisdiction; Service of Process; Waiver of Jury Trial.**

(a) THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS (WITHOUT REFERENCE TO THE CHOICE OF LAW PRINCIPLES THEREOF). THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS OR, AT THE SOLE OPTION OF BANK, IN ANY OTHER COURT IN WHICH BANK SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

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(b) PURCHASER AND LLC HEREBY SUBMIT FOR THEIRSELF AND IN RESPECT OF THEIR PROPERTY, GENERALLY AND UNCONDITIONALLY, TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.

(c) PURCHASER AND LLC HEREBY WAIVE PERSONAL SERVICE OF THE SUMMONS, COMPLAINT, OR OTHER PROCESS ISSUED IN ANY ACTION OR PROCEEDING AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINT, OR OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO PURCHASER AND LLC AT THEIR ADDRESSES FOR NOTICES IN ACCORDANCE WITH THIS AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF PURCHASER'S AND LLC'S ACTUAL RECEIPT THEREOF OR THREE DAYS AFTER DEPOSIT IN THE UNITED STATES MAELS, PROPER POSTAGE PREPAID.

(d) NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO AFFECT THE RIGHT OF BANK TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR TO PRECLUDE THE ENFORCEMENT BY BANK OF ANY JUDGMENT OR ORDER OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THIS AGREEMENT TO ENFORCE SAME IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION.

(e) PURCHASER, LLC AND BANK HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY OTHER SECURITY DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY PURCHASER AND BANK, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE. PURCHASER, LLC AND BANK ARE EACH HEREBY AUTHORIZED BY THE OTHER TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY PURCHASER AND BANK.

(f) PURCHASER AND LLC EXPRESSLY WAIVE TO THE MAXIMUM EXTENT PERMITTED BY LAW: (i) ANY CONSTITUTIONAL OR OTHER RIGHT TO A JUDICIAL HEARING PRIOR TO THE TIME BANK DISPOSES OF ALL OR ANY PART OF THE COLLATERAL AS PROVIDED IN THE PLEDGE AGREEMENT; (ii) ALL RIGHTS OF REDEMPTION, STAY, OR APPRAISAL THAT IT NOW HAS OR MAY AT ANY TIME IN THE FUTURE HAVE UNDER ANY RULE OF LAW OR STATUTE NOW EXISTING OR HEREAFTER ENACTED; AND (iii) EXCEPT AS SET FORTH IN SUBSECTION (a) OF SECTION 9 OF THE

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PLEDGE AGREEMENT, ANY REQUIREMENT OF NOTICE, DEMAND, OR ADVERTISEMENT FOR SALE.

24. Miscellaneous.

(a) No release of any security for the Debt or any person liable for payment of the Debt, no extension of time for payments under this Agreement or any installment hereof, and no alteration, amendment or waiver of any provision of the Security Documents made by agreement between Bank and any other person or party shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Purchaser and LLC, and any other person or party who might be or become liable for the payment of all or any part of the Debt, under the Security Documents.

(b) Purchaser, LLC and all others who may become liable for the payment of all or any part of the Debt do hereby severally waive presentment and demand for payment, notice of dishonor, protest, notice of protest, notice of non-payment, notice of intent to accelerate the maturity hereof and of acceleration. If, after receipt of any payment of all or any part of the Debt, Bank is compelled or agrees, for settlement purposes, to surrender such payment to any person or entity for any reason (including, without limitation, a determination that such payment is void or voidable as a preference or fraudulent conveyance, an impermissible setoff, or a diversion of trust funds), then this Agreement and the other Security Documents shall continue in full force and effect or be reinstated, as the case may be, and Purchaser shall be liable for, and shall indemnify, defend and hold harmless Bank with respect to the full amount so surrendered. The provisions of this Section shall survive the cancellation or termination of this Agreement and shall remain effective notwithstanding the payment of the obligations evidenced hereby, the release of any security interest, lien or encumbrance securing this Agreement or any other action which Bank may have taken in reliance upon its receipt of such payment. Any cancellation, release or other such action shall be deemed to have been conditioned upon any payment of the obligations evidenced hereby having become final and irrevocable.

(c) This Agreement may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Purchaser or Bank, but only by an agreement in writing signed by both of the parties hereto.

(d) Whenever used, the singular number shall include the plural, the plural the singular, and the words "Bank", "LLC" and "Purchaser" shall include their respective successors, assigns, heirs, executors and administrators.

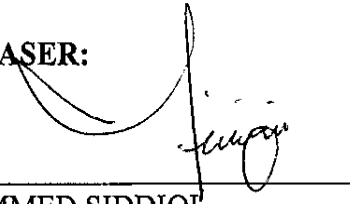
(e) If Purchaser consists of more than one person or party, the obligations and liabilities of each such person or party shall be joint and several.

SIGNATURES FOLLOW ON THE NEXT PAGE

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

PURCHASER:



MOHAMMED SIDDIQI

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On October 17, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared MOHAMMED SIDDIQI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the entity upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

"OFFICIAL SEAL"
* EDIANA M. BLALOCK JONES *
* Notary Public, State of Illinois *
* My Commission Expires 5/19/04 *

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BANK:

**BROADWAY BANK, an Illinois
banking corporation**

By: *[Signature]*
GLORIA SEBROS
Its VICE PRESIDENT

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this October 17, 2003, before me personally came
GLORIA SEBROS, to me known, who, being by me duly sworn, did
depose and say that SHE is the VICE PRESIDENT of
Broadway Bank, the corporation described in and which executed the foregoing
instrument; and that he signed his name thereto by order of the board of directors of said
corporation.

[Signature]
Notary Public

.....
"OFFICIAL SEAL"
EULANA M. BLALOCK-JONES
Notary Public, State of Illinois
My Commission Expires 5/19/04
.....

Proprietor of Cook County Clerk's Office

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LLC:

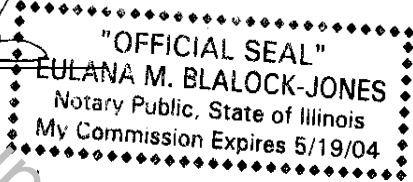
4635-41 N. BROADWAY LLC, an
Illinois limited liability company

By: 
MOHAMMED SIDDIQI, Its
Manager

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this October 17, 2003, before me personally came MOHAMMED SIDDIQI, to me known, who, being by me duly sworn, did depose and say that he is the manager of 4635-41 N BROADWAY LLC described in and which executed the foregoing instrument; and that he signed his name thereto by order of the members of the limited liability company.


Notary Public



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EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

LOTS 196, 197 AND 198 IN WILLIAM DEERING SURRENDEN SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE VACATED ALLEY BETWEEN LOTS 196 THROUGH 198 OF PARCEL 1 AFORESAID AND LOTS 4, 5 AND 6 IN THE SUBDIVISION OF LOTS 172 TO 180 IN WILLIAM DEERING SURRENDEN SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address : 4635-41 N. Broadway
Chicago, IL
14-17-209-006, 021, 022 & 023

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PAYMENT SCHEDULE**

| | Payment Membership Interest | Rent | Cumulative Payment Membership Interest | Cumulative Rent | Purchase Amount |
|----|-----------------------------------|---------|---|--------------------|--------------------|
| 1 | 934.45 | 6650.00 | 934.45 | 6650.00 | 1139065.55 |
| 2 | 939.90 | 6644.55 | 1874.35 | 13294.55 | 1138125.65 |
| 3 | 945.38 | 6639.07 | 2819.73 | 19933.62 | 1137180.27 |
| 4 | 950.90 | 6633.55 | 3770.63 | 26567.17 | 1136229.37 |
| 5 | 956.45 | 6628.00 | 4727.08 | 33195.17 | 1135272.92 |
| 6 | 962.02 | 6622.43 | 5689.10 | 39817.60 | 1134310.90 |
| 7 | 967.64 | 6616.81 | 6656.74 | 46434.41 | 1133343.26 |
| 8 | 973.29 | 6611.17 | 7630.02 | 53045.58 | 1132369.98 |
| 9 | 978.96 | 6605.49 | 8608.98 | 59651.07 | 1131391.02 |
| 10 | 984.67 | 6599.78 | 9593.65 | 66250.85 | 1130406.35 |
| 11 | 990.41 | 6594.04 | 10584.06 | 72844.89 | 1129415.94 |
| 12 | 996.19 | 6588.26 | 11580.25 | 79433.15 | 1128419.75 |
| 13 | 1002.00 | 6582.45 | 12582.25 | 86015.60 | 1127417.75 |
| 14 | 1007.85 | 6576.60 | 13590.10 | 92592.20 | 1126409.90 |
| 15 | 1013.73 | 6570.72 | 14603.83 | 99162.92 | 1125396.17 |
| 16 | 1019.64 | 6564.81 | 15623.47 | 105727.73 | 1124376.53 |
| 17 | 1025.59 | 6558.86 | 16649.06 | 112286.59 | 1123350.94 |
| 18 | 1031.57 | 6552.88 | 17680.63 | 118839.47 | 1122319.37 |
| 19 | 1037.59 | 6546.86 | 18718.22 | 125386.33 | 1121281.78 |
| 20 | 1043.64 | 6540.81 | 19761.86 | 131927.14 | 1120238.14 |
| 21 | 1049.73 | 6534.72 | 20811.59 | 138461.86 | 1119188.41 |
| 22 | 1055.85 | 6528.60 | 21867.44 | 144990.46 | 1118132.56 |
| 23 | 1062.01 | 6522.44 | 22929.45 | 151512.90 | 1117070.55 |
| 24 | 1068.21 | 6516.24 | 23997.66 | 158029.14 | 1116002.34 |
| 25 | 1074.44 | 6510.01 | 25072.10 | 164539.15 | 1114927.90 |
| 26 | 1080.70 | 6503.75 | 26152.80 | 171042.90 | 1113847.20 |
| 27 | 1087.01 | 6497.44 | 27239.81 | 177540.34 | 1112760.19 |
| 28 | 1093.35 | 6491.10 | 28333.16 | 184031.44 | 1111666.84 |
| 29 | 1099.73 | 6484.72 | 29432.89 | 190516.16 | 1110567.11 |
| 30 | 1106.14 | 6478.31 | 30539.03 | 196994.47 | 1109460.97 |
| 31 | 1112.59 | 6471.86 | 31651.62 | 203466.33 | 1108348.38 |
| 32 | 1119.08 | 6465.37 | 32770.70 | 209931.70 | 1107229.30 |
| 33 | 1125.61 | 6458.84 | 33896.31 | 216390.54 | 1106103.69 |
| 34 | 1132.18 | 6452.27 | 35028.49 | 222842.81 | 1104971.51 |
| 35 | 1138.78 | 6445.67 | 36167.27 | 229288.48 | 1103832.73 |
| 36 | 1145.43 | 6439.02 | 37312.70 | 235727.50 | 1102687.30 |
| 37 | 1152.11 | 6432.34 | 38464.81 | 242159.84 | 1101535.19 |
| 38 | 1158.83 | 6425.62 | 39623.64 | 248585.46 | 1100376.36 |
| 39 | 1165.59 | 6418.86 | 40789.23 | 255004.32 | 1099210.77 |

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| | | | | | |
|-------|---------|---------|----------|-----------|------------|
| 40 | 1172.39 | 6412.06 | 41961.62 | 261416.38 | 1098038.38 |
| 41 | 1179.23 | 6405.22 | 43140.85 | 267821.60 | 1096859.15 |
| 42 | 1186.10 | 6398.35 | 44326.95 | 274219.95 | 1095673.05 |
| 43 | 1193.02 | 6391.43 | 45519.97 | 280611.38 | 1094480.03 |
| 44 | 1199.98 | 6384.47 | 46719.95 | 286995.85 | 1093280.05 |
| 45 | 1206.98 | 6377.47 | 47926.93 | 293373.32 | 1092073.07 |
| 46 | 1214.02 | 6370.43 | 49140.95 | 299743.75 | 1090859.05 |
| 47 | 1221.11 | 6363.34 | 50362.06 | 306107.09 | 1089637.94 |
| 48 | 1228.23 | 6356.22 | 51590.29 | 312463.31 | 1088409.71 |
| <hr/> | | | | | |
| 49 | 1235.39 | 6349.06 | 52825.68 | 318812.37 | 1087174.32 |
| 50 | 1242.60 | 6341.85 | 54068.28 | 325154.22 | 1085931.72 |
| 51 | 1249.85 | 6334.60 | 55318.13 | 331488.82 | 1084681.87 |
| 52 | 1257.14 | 6327.31 | 56575.27 | 337816.13 | 1083424.73 |
| 53 | 1264.47 | 6319.98 | 57839.74 | 344136.11 | 1082160.26 |
| 54 | 1271.85 | 6312.60 | 59111.59 | 350448.71 | 1080888.41 |
| 55 | 1279.27 | 6305.18 | 60390.86 | 356753.89 | 1079609.14 |
| 56 | 1286.73 | 6297.72 | 61677.59 | 363051.61 | 1078322.41 |
| 57 | 1294.24 | 6290.21 | 62971.83 | 369341.82 | 1077028.17 |
| 58 | 1301.79 | 6282.66 | 64273.62 | 375624.48 | 1075726.38 |
| 59 | 1309.38 | 6275.07 | 65583.00 | 381899.55 | 1074417.00 |
| 60 | 1317.02 | 6267.43 | 66900.02 | 388166.98 | 1073099.98 |

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EXHIBIT C

AGREEMENT FOR THE PURCHASE OF MEMBERSHIP UNITS

The Purchaser, MOHAMMED SIDDIQI agrees to purchase from the Bank and the Bank agrees to sell to the Purchaser _____ units of 4635-41 N. BROADWAY LLC for the purchase price of Two Hundred Fifty and 00/100 Dollars (\$250.00) per unit. This transaction will cause the following changes in the equity (ownership) of the parties:

Bank Equity

Purchaser Equity

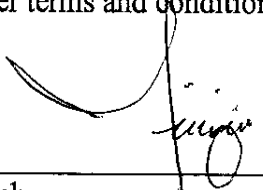
_____ Membership Units

_____ Membership Units

_____ %

_____ %

The Purchaser is obligated to pay rent and payments for the remaining portion of the Property currently owned by the Bank through its ownership interest of the LLC. All other terms and conditions of the Purchase Agreement remain in full force and effect.



Purchaser

Date

Bank Representative

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