Doc#: 0401641062 Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 01/16/2004 12:48 PM Pg: 1 of 4

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made this 14th day of January, 2004, by and between L'HALIWAL'S ILLINOIS BULK STATIONS ONE AND TWO, INC. (collectively "Seller") and SANDHU PETROLEUM CORPORATION NUMBER 2, ("Purchaser").

WITNESSETH

THAT, by that certain Articles of Agreement for Special Warranty Deed dated by and between Seller and Purchaser as amended by Amendment dated January 6, 2004 (collectively the "Agreement"), Seller has granted to Purchaser, and Purchaser has acquired from Seller, the right to acquire the real estate commonly described as 7602 S. Vincennes Avenue, Chicago, Illinois legally described on Exhibit "A" attached here of and made a part hereof (the "Property") at "Final Closing" upon the terms and subject to the conditions set forth in the Agreement.

THAT, pursuant to and upon the terms and conditions set forth in the Agreement, said right to acquire the Property at Final Closing shall expire on January 31, 2009, if not earlier terminated in accordance with the terms of the Agreement.

THAT, except as provided in the Agreement no lease, mortgage, lien or other encumbrance affecting the Property which is created or entered into after the date hereof and prior to Final Closing, shall be valid or effective without obtaining the prior verteen consent of Purchaser; all such leases, mortgages, liens and other encumbrances shall be void and of no force or effect against Purchaser or Purchaser's interest in the Property.

THAT, the covenants and agreements of Seller under the Agreement are covenants running with the land and shall be binding upon Seller and Seller's heirs, representatives, successors and assigns.

THAT, this Memorandum of Agreement is executed and recorded in accordance with the terms of the Agreement solely for the purpose of giving notice of the existence thereof and shall not supersede or in any way modify the terms or conditions of the Agreement.

1st AMERICAN TITLE order # 1625 Blace \$2

DEC

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Page 1 of 2

First American Title
Order #_____

UNOFFICIAL COPY

IN WITNESS WHEREOF, Seller and Purchaser have caused this Memorandum of Agreement to be executed as of the date first above written.

SELLER:	PURCHASER:
John Miller	ush
STATE OF LULINOIS—— COUNTY OF COCK) SS
I HEREBY CERTI. Public for the state and cour known to me or satisfactori foregoing instrument, who a	that on this // day of John 2004 before me a Notary my afficient to be the same person whose names are subscribed to the cknowledged that they have been duly authorized to execute, and have in their being for the purposes therein set forth, and that the same is its
IN WITNESS WHE above written.	REOF, I have set in hand and Notarial Seal the day and year first
MY COMMISSION # 0 FOR FIGURE 1-8003-NOTARY FL NOTARY Service & E	NOTARY PUBLIC

THIS DOCUMENT WAS PREPARED BY, AND AFTER RECORDING SHOULD BE RETURNED TO:

Levin Ginsburg 180 North LaSalle Street Suite 3200

Chicago, Illinois 60601-2800

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First American	Title
Order #	

0401641062 Page: 3 of 4

UNOFFICIAL COPY

IN WITNESS WHEREOF, Seller and Purchaser have caused this Memorandum of Agreement to be executed as of the date first above written.

Agreement to be executed as of the date first above written.

SELLER:

PURCHASER:

JANOHII RETURNING COUNTY OF COOK

PURCHASER:

JANOHII RETURN COOK

PURCHASER:

PURCHASER:

JANOHII RETURN COOK

PURCHASER:

JANOHII RETURN COOK

PUR

Public for the state and county aforesaid, personally appeared Harringer June 1, before me a Notary known to me or satisfactorily proven to be the same person whose names are subscribed to the foregoing instrument, who acknowledged that they have been duly authorized to execute, and have executed, such instrument on their behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand an intotarial Seal the day and year first above written.

NOTARY PUBLIC

THIS DOCUMENT WAS PREPARED BY, AND AFTER RECORDING SHOULD BE RETURNED TO:

Levin Ginsburg 180 North LaSalle Street Suite 3200 Chicago, Illinois 60601-2800 OFFICIAL SEAL
DONALD B. LEVINE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 6-22-05

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First American Title
Order #_____

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Exhibit A

Legal Description

PARCEL 1: THAT PART OF LOT 12 LYING WEST OF VINCENNES ROAD IN BLOCK 8 IN STEWART'S SUBDIVISION OF THE NORTH ½ OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
ALL THAT PART OF THE VACATED EAST 36 EAST OF THE SOUTH HARVARD AVENUE LYING SOUTH OF AND ADJOINING THE NORTH LINE OF SAID LOT 12 IN BLOCK 8 IN STEWART'S SUBDIVISION AFORESAID PRODUCED WEST 36 FEET AND LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 12 AND LYING WEST OF AND ADJOINING A LINE DRAWN FROM A POINT IN THE NORTH LINE OF SAID LOT 12, 38.72 FEET EAST OF THE NORTHWEST CORNER THEREOF THROUGH THE SOUTHWEST CORNER OF SAID LOT 12 IN INTERSECTION WITH THE LINE 36 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 12 AND SAID WEST LINE PRODUCED SOUTH, IN COOK COUNTY, ILLINOIS.

PIN(s):

20-28-408-001

7602 So VINCENTES

CHEO, IX.

First American Title
Order #_____