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This document prepared by:
*and AFTER RECORDING
RETURN TO:*
Valerie A. Haugh
Gardner Carton & Douglas
191 N. Wacker Drive, Suite 3700
Chicago, IL 60606

Doc#: 0520932005
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 07/28/2005 08:37 AM Pg: 1 of 4

MEMORANDUM OF PURCHASE AGREEMENT

This **MEMORANDUM OF PURCHASE AGREEMENT** (this "Memorandum") is hereby made as of this 27 day of July, 2005, by 13th & State, LLC, an Illinois limited liability company ("Seller") and Joseph DiCosola ("Purchaser").

RECITALS:

- A. The Purchaser and Seller have entered into that certain Purchase Agreement dated July 27, 2005 ("Agreement").
- B. The Agreement is for the sale of thirty (30) parking spaces in the Public Garage Property in the mixed use building to be built at 1225 South State Street, Chicago, Illinois on the property more particularly set forth on Exhibit A to this Memorandum ("Property").
- C. Purchaser desires to evidence its rights in and to the Property under the Agreement as set forth herein.

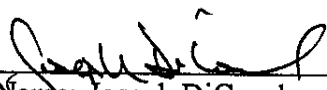
NOW THEREFORE, for and in consideration of the above stated premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

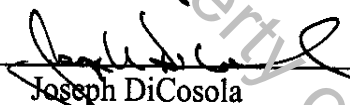
1. **Definitions.** Any and all definitions not expressly defined herein shall have the meaning ascribed to them in the Agreement.
2. **Purchaser's Rights.** As set forth in the Agreement, the Purchaser has the right to purchase the Property under the terms and conditions set forth in the Agreement. Seller has no right or option to terminate the Agreement except as may be specifically set forth therein.
3. **Successors.** The Agreement inures to the benefit of, and is binding upon, the parties thereto, their heirs, successors, administrators, executors and assigns.
4. **Conflicts.** This Memorandum is solely for notice and recording purposes and shall not be construed to alter modify, expand, diminish or supplement the provisions of the Agreement. In the event of any inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned has executed this Memorandum as of the day and year first above written.

13th and State, LLC, an Illinois limited liability company

By: 
Name: Joseph DiCosola
Title: Manager


Joseph DiCosola

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 25~~th~~ day of July, 2005, before me a Notary Public for the state and county aforesaid, personally appeared Joseph DiCosola, known to me or satisfactorily proven to be the same person whose name is subscribed to the foregoing instrument, who acknowledged that has been duly authorized to execute, and has executed, such instrument on its behalf in his capacity as manager of said company, for the purposes therein set forth, and that the same is its act and deed.

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

Susan M. Leith
NOTARY PUBLIC
My Commission Expires: _____

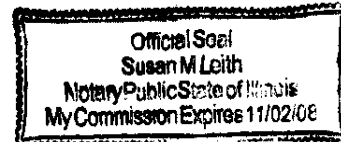
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)



I HEREBY CERTIFY that on this 25~~th~~ day of July, 2005, before me a Notary Public for the state and county aforesaid, personally appeared Joseph DiCosola, known to me or satisfactorily proven to be the same person whose name is subscribed to the foregoing instrument, and has executed, such instrument as his free and voluntary act for the purposes therein set forth.

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

Susan M. Leith
NOTARY PUBLIC
My Commission Expires: _____



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EXHIBIT A

PARCEL 1:

LOTS 1 AND 2 IN CHARLES W. BREGA'S SUBDIVISION OF LOTS 8, 9 AND 10 AND THE NORTH PART OF LOT 11 IN SEAMAN'S SUBDIVISION OF THE WEST ½ OF BLOCK 4 IN ASSESSOR'S DIVISION OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 4.91 FEET OF LOT 11 (EXCEPT PART TAKEN FOR STREET AND ALLEY) IN THE SUBDIVISION OF THE WEST ½ OF BLOCK 4 IN ASSESSOR'S DIVISION OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 12, 13, 14 AND 15 (EXCEPT THE WEST 27 FEET THEREOF TAKEN FOR WIDENING OF STATE STREET AND EXCEPT THE EAST 10 FEET THEREOF TAKEN FOR ALLEY) IN SRAHAN'S SUBDIVISION OF THE WEST HALF OF BLOCK 4 IN ASSESSOR'S DIVISION OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 6 AND 7 (EXCEPT STREET) OF SEAMAN'S SUBDIVISION OF THE WEST ½ OF BLOCK 4 IN ASSESSOR'S SUBDIVISION OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.