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WR File No. 04522.18200

AFTER RECORDING RETURN TO:

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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 08/24/2005 10:36 AM Pg: 1 of 7

MEMORANDUM OF INSTALLMENT AGREEMENT TO PURCHASE HOTEL

THIS MEMORANDUM OF INSTALLMENT AGREEMENT TO PURCHASE HOTEL (this "Memorandum") is made as of the 27th day of July, 2005, between **MHJV L.L.C.**, an Illinois limited liability company ("Seller"), and **PRINTERS ROW, LLC**, an Illinois limited liability company ("Purchaser").

RECITALS:

A. Seller and Purchaser have entered into an Installment Agreement to Purchase Hotel ("Agreement") dated as of June 15, 2004 as amended by that certain Amendment to Installment Agreement to Purchase Hotel dated July 27, 2005 (collectively, the "Installment Agreement") with respect to the purchase and sale of the real estate and improvements commonly known as the Hyatt Printer's Row Hotel, 500 South Dearborn, Chicago, Illinois 60605 and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

B. Seller is the sole beneficiary and holder of the power of direction in and over Parkway Bank & Trust Company, not personally but solely as Trustee under Trust Agreement dated June 24, 2003 and known as Trust No. 13572 (the "Trust") which holds legal title to the Property.

C. The parties desire to provide notice of the Installment Agreement to third parties by recording this Memorandum.

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NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Installment Agreement. Seller, for and in consideration of the Purchase Price set forth in the Installment Agreement and of the covenants and agreements therein contained on the part of Purchaser to be kept, observed and performed, has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Seller, the Property described in the Installment Agreement, for the Purchase Price set forth in the Installment Agreement and subject to all other terms and conditions set forth in the Installment Agreement.

2. Incorporation of Installment Agreement. All of the terms, covenants, conditions and agreements in the Installment Agreement are hereby incorporated herein by this reference. The execution, delivery and recording of this Memorandum is not intended to and shall not change, modify, amend or enlarge the Installment Agreement but is intended to provide notice of the existence of the Installment Agreement.

3. Exercise of Power of Direction. Seller covenants and consents that it will exercise its power of direction over the Trust and cause the Trust to issue a deed and take such actions as are necessary to consummate the closing of the transaction pursuant to and as provided in the Installment Agreement.

4. Binding Effect. This Memorandum shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

5. Recording. The parties hereto agree that this Memorandum shall be recorded in the public records of the county in which the Property is located.

6. Counterparts. This Memorandum may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Memorandum.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.

SELLER:

MHJV L.L.C., an Illinois limited liability company

By: Printers Row Hotel, Inc., its Manager

By: Gerald Lee Nudo
Gerald Lee Nudo, Its President

PURCHASER:

PRINTERS ROW, LLC, an Illinois limited liability company

By: **Printers Row Manager, LLC**, an Illinois limited liability company, its Manager

By: _____
Robert Falor, Manager

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.

SELLER:

MHJV L.L.C., an Illinois limited liability company

By: Printers Row Hotel, Inc., its Manager

By: _____
Gerald Lee Nudo, Its President

PURCHASER:

PRINTERS ROW, LLC, an Illinois limited liability company

By: **Printers Row Manager, LLC**, an Illinois limited liability company, its Manager

By: _____
Robert Falor, Manager

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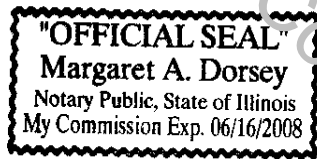
STATE OF ILLINOIS)
)
) ss.
COUNTY OF COOK)

I, Margaret A Dorsey, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Gerald Lee Nudo, personally known to me to be the President of Printers Row Hotel, Inc., Manager of MHJV L.L.C., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of July, 2005.

Margaret A Dorsey
Notary Public

My Commission expires:



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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Carolyn Lesner, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert Falor, personally known to me to be the Manager of Printers Row Manager LLC, Manager of **PRINTERS ROW, LLC**, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to proper authority given by said **PRINTERS ROW, LLC** as his free and voluntary act, and as the free and voluntary act and deed of said **PRINTERS ROW, LLC** for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of July, 2005.



Carolyn Lesner
Notary Public

My Commission expires: 10-29-07

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EXHIBIT "A" **LEGAL DESCRIPTION**

PARCEL 1:

THE NORTH 1/2 OF LOT 27 (EXCEPT THAT PART TAKEN FOR STREET) IN BLOCK 124 IN THE SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 1/2 OF LOT 27 AND ALL OF LOT 28 AND THE NORTH 10 FEET OF LOT 29 (EXCEPT THAT PART TAKEN FOR STREET) IN SUBDIVISION OF BLOCK 124 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 6 (EXCEPT THAT PART TAKEN FOR STREET) IN KNIGHT'S SUBDIVISION OF LOTS 30, 31 AND 32 IN OGDEN'S SUBDIVISION OF BLOCK 124 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 30 FEET OF LOT 29 IN OGDEN'S SUBDIVISION OF BLOCK 124 AFORESAID (EXCEPT PARTS FROM BOTH TRACTS TAKEN FOR OPENING DEARBORN STREET), IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 25 AND 26 (EXCEPT THE EAST 35 FEET; THEREOF, MORE OR LESS, TAKEN FOR OPENING DEARBORN STREET AND EXCEPT THE NORTH 21 FEET OF LOT 25 TAKEN FOR CONGRESS STREET) IN OGDEN'S SUBDIVISION OF BLOCK 124 IN SCHOOL SECTION ADDITION TO CHICAGO OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 500 South Dearborn, Chicago, Illinois 60605

PINs: 17-16-245-009-0000, 17-16-245-010-0000, 17-16-245-011-0000, 17-16-245-012-0000, 17-16-245-017-0000