

# UNOFFICIAL COPY

## AFFIDAVIT OF RIGHT OF FIRST REFUSAL



Doc#: 0531456051 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 11/10/2005 11:28 AM Pg: 1 of 3

State of Illinois )  
County of Cook) ss.

PREPARED BY AND MAIL TO:

Grant D. Erickson  
1625 Shermer Road  
Northbrook, IL 60062

Carl E. Balsam Affiant being duly sworn states that he is Executive Vice President of North Park University located at 3225 W. Foster Avenue, Chicago, IL 60625-4895 and is personally familiar with the matters hereinafter set forth:

1. That by a Contract dated November 30, 1978 between Arthur Building Corporation and Gusta and Ingrid Bergstrom for the property commonly known as 3300-06 W. Foster Avenue, Chicago, Illinois Gusta and Ingrid Bergstrom granted to North Park College, which now known as North Park University, a Right of First Refusal to purchase the property as more fully set forth in a letter dated November 2, 2005 from their attorney to North Park University attached hereto as Exhibit A which property is legally described as follows:

The East Half (1/2) (Except the North 65 feet thereof) of Lot Twenty-Six (26), Lot Twenty Seven (27) and Lot 28(Except the North 65 feet of Lots 27 and 28) in Block 14 in NORTH PARK ADDITION TO CHICAGO, a subdivision of parts of the Northeast and the Southwest Quarter (1/4) of Section 11, Town 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois

Commonly Known As: 3300-3306 W. Foster Avenue, Chicago, Illinois

P.I.N.: 13-11-222-034-0000

2. That the contract referred to in Exhibit A is a Real Estate Contract dated November 1, 2005 from Kajsa Properties LLC to purchase the property described above from Gusta and Ingrid Bergstrom.

3. That that the contract between Kajsa Properties LLC and Gusta and Ingrid Bergstrom that North Park University has been requested to comply with, pursuant to the terms of Exhibit A if it exercises its right of first refusal contains terms and conditions which are not terms and conditions that would be contained in a bona fide written offer to purchase.

4. That any conveyance to Kajsa Properties LLC or its successors or assigns by Gusta and Ingrid Bergstrom pursuant to the terms of this contract would violate the terms and conditions of the agreement between Gusta and Ingrid Bergstrom and North Park University as described in Exhibit A attached.

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Dated this 9th day of November, 2005



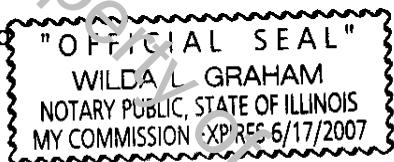
Carl E. Balsam  
Executive Vice President  
North Park University

Subscribed and sworn to before me this  
9th day of November, 2005.



Notary Public

npug5naff.wpd



Cook County Clerk's Office

Exhibit A

**UNOFFICIAL COPY****JERRY C. LAGERQUIST**

ATTORNEY AT LAW

1476 W. BERWYN AVENUE  
CHICAGO, ILLINOIS 60640-2108  
(773) 561-8120 • FAX (773) 561-8168email: [jlagerqu@ameritech.net](mailto:jlagerqu@ameritech.net)

November 2, 2005

Mr. Carl Balsam,  
Executive Vice President and Chief Financial Officer  
North Park University  
3225 West Foster Avenue  
Chicago, Illinois 60625-4895

Re: Gusta and Ingrid Bergstrom, Sale of 3300-06 W. Foster, Chicago, IL

Dear Mr. Balsam:

As we have discussed, North Park University, has a Right of First Refusal under the terms of the Rider to the Contract dated November 30, 1978 between the Bergstrom's and the University. The pertinent paragraph of the Rider reads as follows:

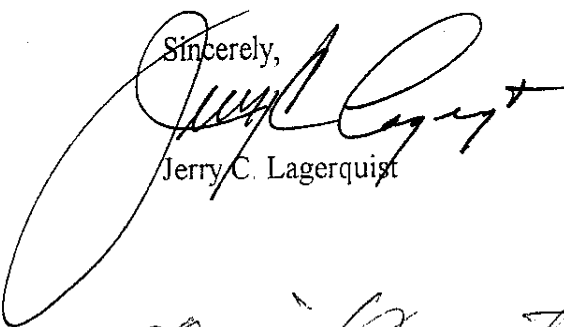
"11. In the event that Purchaser shall desire to sell the premises after taking title, North Park College shall have the right of first refusal which shall entitle North Park College to purchase the premises upon the same terms and conditions as are contained in a bona fide written offer to purchase the premises. Upon receipt by Purchaser of a bona fide offer to purchase, Purchaser shall so inform North Park College in writing of the existence of said offer and of Purchaser's desire to accept said offer. North Park College shall have seven (7) days after receipt of such written notice to notify Purchaser in writing as to whether or not North Park College has decided to exercise its right to purchase the premises."

The Bergstrom's have recently entered into a contract to sell that property for \$650,000 and a copy of that contract and riders thereto accompany this letter. Pursuant to the terms of paragraph 11 of the Rider, kindly advise me in writing as to whether or not North Park has decided to exercise its right to purchase the premises.

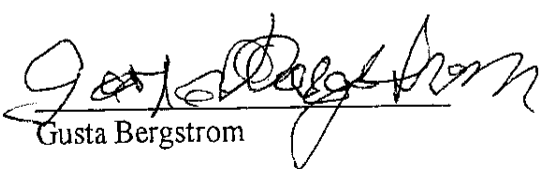
The Bergstrom's have counter signed this letter in order that North Park may communicate directly with me on matter.

<sup>^</sup>  
this

Sincerely,

  
Jerry C. Lagerquist

Countersigned:

  
Gusta Bergstrom

  
Ingrid Bergstrom