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Doc#: 0619155091 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/10/2006 02:21 PM Pg: 1 of 5

This instrument was prepared by  
and after recording return to:

Kathy Kubanek  
TR Sienna Partners, LLC  
1415 Sherman Avenue, Unit 101  
Evanston, Illinois 60201

TR #585935

For Recorder's Office Use Only

**MEMORANDUM OF PURCHASE AGREEMENT**

This Memorandum of Purchase Agreement is made as of May 24, 2006 by **TR SIENNA PARTNERS, LLC**, an Illinois limited liability company ("Sienna"), duly authorized to transact business in the State of Illinois, with its principal office at 1415 Sherman Avenue, Suite 101, Evanston, Illinois 60201.

**WITNESSETH:**

WHEREAS, Sienna and Sally W. Badger ("Badger") entered into that certain condominium purchase agreement dated January 6, 2005 (date of acceptance January 7, 2006) (the "Contract") concerning the sale and purchase of the real estate situated in the County of Cook, in the State of Illinois, described as follows (the "Real Estate"):

See Exhibit "A" attached hereto.

**PIN:** 11-18-122-007-0000; 11-18-122-008-0000 and 11-18-122-026-0000 (affects the Real Estate and the common elements)

**Address:** 1720 Oak Avenue, Unit 1720-202, Evanston, Illinois 60201

WHEREAS, Sienna is conveying title to the Real Estate to Badger pursuant to that certain warranty deed dated as of May 18, 2006 (the "Deed").

WHEREAS, pursuant to paragraph 22(b) of the Contract, Sienna reserves to itself and its successors and assigns, and Badger hereby grants to Sienna, the right to repurchase the Real Estate. The right of repurchase therein reserved by Sienna (i) is set forth on Exhibit B attached hereto, (ii) is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Real Estate and (iii) shall expire upon the second anniversary of the date of recording of the Deed.

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## EXHIBIT A

### LEGAL DESCRIPTION

PIN: 11-18-122-007-0000; 11-18-122-008-0000 and 11-18-122-026-0000 (affects the Unit and the common elements)

Address: 1720 Oak Avenue, Unit 202, Evanston, Illinois 60201

PARCEL 1:  
UNIT NUMBER 1720-202 IN THE SIENNA COURT CONDOMINIUM, AS DELINEATED ON A SURVEY OF PARTS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 1 AND 2 (EXCEPT THE WESTERLY 11 FEET THEREOF); LOT 3 (EXCEPT THE WESTERLY 11 FEET OF THE NORTHERLY 12 FEET THEREOF); LOTS 4 AND 5 AND THE NORTH 2 FEET OF LOT 6; ALL OF LOTS 16, 17, 18, 19 AND 20 AND LOT 21 (EXCEPT THAT PART OF LOT 21 WHICH LIES NORTH AND EAST OF A STRAIGHT LINE DRAWN FROM THE SOUTHEAST CORNER OF SAID LOT 21 TO A POINT ON THE NORTH LINE OF AND 50 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 21); THE VACATED NORTH-SOUTH PUBLIC ALLEY, LYING BETWEEN SAID LOTS 1 TO 6, INCLUSIVE AND LOTS 16 TO 21, INCLUSIVE; THAT PART OF THE VACATED SOUTH 8 FEET OF CLARK STREET, WHICH LIES EAST OF THE WEST LINE OF SAID LOTS 1 TO 6, INCLUSIVE EXTENDED IN A NORTHEASTERLY DIRECTION AND WEST OF THE SAID LINE DRAWN FROM THE SOUTHEAST CORNER OF SAID LOT 21 TO A POINT ON THE NORTH LINE OF AND 50 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 21 EXTENDED IN A NORTHWESTERLY DIRECTION; ALSO LOTS 'A', 'B', 'C' AND LOT 'D' (EXCEPT THE WEST 25 FEET THEREOF) IN GROVER AND CURREY'S SUBDIVISION OF LOT 6 (EXCEPT THE NORTH 2 FEET THEREOF) AND LOTS 7 AND 8; ALL OF THE AFORESAID PROPERTY BEING LOCATED IN BLOCK 2 IN PRATT'S ADDITION TO EVANSTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RIDGE ROAD AND WEST OF MILWAUKEE DIVISION OF THE CHICAGO AND NORTHWESTERN RAILWAY; ALSO LOT 1 AND THE WEST 25 FEET OF LOT "D" IN GROVER & CURREY'S SUBDIVISION OF LOT 6 (EXCEPT THE NORTH 2 FEET THEREOF) AND LOTS 7 AND 8 IN BLOCK 2 IN PRATT'S ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RIDGE ROAD AND WEST OF MILWAUKEE DIVISION OF THE CHICAGO AND NORTHWESTERN RAILWAY, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "G" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0614544065; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-174 AND STORAGE SPACE S-145, LIMITED COMMON ELEMENTS AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM AFORESAID.

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PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE AGREEMENT OF RECIPROCAL COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE SIENNA COURT CONDOMINIUMS AND THE 1718 OAK AVENUE GARAGE RECORDED DECEMBER 29, 2005 AS DOCUMENT NO. 0536327057.

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## EXHIBIT B TO MEMORANDUM OF PURCHASE AGREEMENT

from  
TR Sienna Partners, LLC  
to  
Sally W. Badger

### Excerpt of Paragraph 22(b) of Contract

If Purchaser shall institute or initiate legal action against Seller or any corporation, limited liability company or partnership that controls or is controlled by or is under common control with Thomas A. Roszak, or any member, manager, officer, director, shareholder or employee of Seller or such affiliated entities or individuals (each, a "Protected Person") at any time within two (2) years subsequent to the Closing, then Seller (or any assignee it shall designate) shall have the option to repurchase the Unit from Purchaser. This repurchase right shall be exercised by written notice to Purchaser at any time after Purchaser commences or joins in legal action against a Protected Person, on the following terms: (i) the price shall be the Base Purchase Price, excluding the Extras paid by Purchaser, plus or minus proration of general real estate taxes and monthly assessments; (ii) Purchaser shall convey, by warranty deed, good marketable, and insurable title to the Unit to Seller (or the designated assignee) subject only to the Permitted Exceptions (except for any relating to acts of the Purchaser) and any acts of Seller; (iii) closing of the repurchase shall be effected through an escrow as described in Paragraph 6(c) hereof; and (iv) Purchaser shall bear all costs of the escrow and title insurance in the amount of the Base Purchase Price. No adjustment to the Base Purchase Price shall be made for the cost of any improvements made by Purchaser to the Unit after the Closing. If Seller (or its assignee) notifies Purchaser of its election to repurchase the Unit, then such repurchase shall be closed within thirty (30) days after the giving of notice of such election. In the event of such repurchase of the Unit, as provided herein, Purchaser agrees to reconvey the Unit to Seller (or its assignee) in the same physical condition as at Closing, except for ordinary wear and tear and improvements or betterments made by Purchaser to the Unit. The right of repurchase under this Paragraph 22(b) is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Unit. This Agreement shall survive the Closing and delivery of the Deed for the Unit and shall not be deemed to be merged therein.