

UNOFFICIAL COPY

This Instrument was prepared
by and when recorded should
be mailed to:

John J. Conway, Esq.
Sullivan Hincks & Conway
120 West 22nd Street, Suite 100
Oak Brook, Illinois 60523



0630426147

Doc#: 0630426147 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/31/2006 02:52 PM Pg: 1 of 4

P.N.T.N.

MEMORANDUM OF RECORDING OF RIGHT OF FIRST REFUSAL

For 3419 Maple, Brookfield, IL
1101 North LaGrange Road, LaGrange Park, IL

John J. Conway, Esq.
Sullivan Hincks & Conway
120 West 22nd Street, Suite 100
Oak Brook, Illinois 60523

UNOFFICIAL COPY

SECOND AMENDMENT TO THE REAL ESTATE AND ASSET PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO THE REAL ESTATE AND ASSET PURCHASE AND SALE AGREEMENT (this "*Agreement*"), dated March 10, 2006, by and between LASALLE NATIONAL BANK, AS TRUSTEE, UNDER A TRUST AGREEMENT DATED JULY 27, 2004 AND KNOWN AS TRUST NO. 133120 and JDN ENTERPRISES, LTD. ("*Seller*") and JOMON THOMAS or his nominee ("*Purchaser*"), shall be effective this 15th day of September, 2006 and shall be referred to as the "*Amendment*".

RECITALS

WHEREAS, Seller and Purchaser have heretofore entered into the Agreement, which Agreement is valid and enforceable, and pursuant to which Seller will sell, and Purchaser will purchase, the Property described in the Agreement located at 3419 Maple Avenue, Brookfield, Illinois; and

WHEREAS, Seller and Purchaser desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the agreements hereinafter contained, Seller and Purchaser agree as follows:

1. Paragraph 10.17- Right of First Refusal. The Purchaser hereby grants to Seller an exclusive Right of First Refusal to purchase the Property described above and the real property located at 1101 North LaGrange Road, LaGrange Park, IL. The legal descriptions for the two parcels that Purchaser is granting the Right of First Refusal to are attached hereto as Exhibit 1. Both parcels shall hereinafter be referred to as the ROFR Property. In the event Purchaser desires to sell, lease or otherwise transfer the either or both the ROFR Property or the business located at the ROFR Property (either by transfer of all or a portion of stock ownership in Purchaser or otherwise) (an "Interest"), and obtains from a proposed purchaser a bona fide offer to purchase the ROFR Property or an interest thereof (the "Offer"), it shall first give written notice thereof to Seller (the "Transfer Notice"). The Transfer Notice shall be delivered to Seller not less than five (5) days following Purchaser's receipt of the Offer, shall describe the Interest to be transferred, the date of the scheduled closing of the proposed transfer, the name and address of the proposed transferee, and the price, terms and conditions of the proposed transfer, and shall have attached to it a copy of the Offer in written form. Within fifteen (15) days after receipt of the Transfer Notice, Seller shall have the right to elect to purchase the Interest at the same price and on the same terms and conditions as the proposed Transfer by giving Purchaser written notice thereof; provided, however, the closing of any such purchase shall be contingent on the outcome of appropriate environmental testing procedures and subject to environmental representations and warranties. If Seller does not exercise its right of first refusal pursuant to this paragraph, then Purchaser shall have the right for a period of sixty (60) days following the date the right of Seller to acquire the Interest terminated to sell or transfer the Interest to the same proposed transferee named in the Transfer Notice at the same price and on the same terms and conditions set forth in the Sale Notice. If Purchaser fails to close the sale or transfer

UNOFFICIAL COPY

within such sixty (60) day period, the Interest shall again be subject to all of the conditions set forth in this paragraph.

2. **Paragraph 8.1 - Closing Date.** The Closing date shall be modified to reflect a Closing Date of September 15, 2006, or sooner by agreement of the parties.

3. **Miscellaneous.** All terms which are used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Except as herein modified, the Agreement is hereby affirmed and ratified and shall remain in full force and effect. This Amendment shall be binding upon and inure to the benefit of the successors and assigns, respectively, of Seller and Purchaser. This Amendment may be executed in counterparts, each of which shall be an original and all of which together shall be deemed one document.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the date set forth above.

SELLER:

PURCHASER:

JDN ENTERPRISES, INC. and LASALLE JOMON THOMAS
NATIONAL BANK, AS TRUSTEE, UNDER
A TRUST AGREEMENT DATED JULY 27,
2004 AND KNOWN AS TRUST NO. 133120

By: 

By: 

UNOFFICIAL COPY

EXHIBIT A LEGAL DESCRIPTION

LOTS 26, 27 AND 28 IN BLOCK 22 IN BROOKFIELD MANOR BEING A SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RIGHT OF WAY OF SUBURBAN RAILROAD COMPANY) IN COOK COUNTY, ILLINOIS.

PIN 15-34-221-007

Commonly known as 3419 Maple Avenue, Brookfield, IL

LOTS 20 AND 21 IN BLOCK 5 IN MARES AND WHITE'S SECOND ADDITION TO LA GRANGE PARK, A SUBDIVISION OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$, LYING EASTERLY OF 5TH AVENUE OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1925 AS DOCUMENT NO. 8999984, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL WHICH WAS CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION IN DEED RECORDED APRIL 30, 1976 AS DOCUMENT NO. 23468646, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 21; THENCE EAST, ALONG THE SOUTH LINE OF SAID LOTS 20 AND 21, A DISTANCE OF 98.54 FEET TO THE SOUTHEAST CORNER OF SAID LOT 20; THENCE NORTH, ALONG THE EAST LINE OF SAID LOT 20, A DISTANCE OF 5.00 FEET TO A POINT; THENCE WEST, ALONG A LINE LYING 5.00 FEET NORTH OF THE PARALLEL WITH SAID SOUTH LINE OF LOTS 20 AND 21, A DISTANCE OF 65.54 FEET TO A POINT; THENCE NORTHWESTERLY, ALONG A STRAIGHT LINE, A DISTANCE OF 52.30 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 21, SAID POINT BEING 36.00 FEET NORTHWESTERLY OF THE POINT OF BEGINNING (AS MEASURED ALONG SAID WESTERLY LINE OF LOT 21); THENCE SOUTHEASTERLY, ALONG SAID WESTERLY LINE OF LOT 21, A DISTANCE OF 36.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Permanent Index Number(s): 15-28-310-020; 15-28-310-019

Commonly known as: 1101 N. LaGrange Road, LaGrange Park, IL 60526