

MAIL TO:

**UNOFFICIAL COPY**

Grant D. Erickson  
1625 Shermer Road  
Northbrook, IL 60062



Doc#: 0732533018 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/21/2007 08:56 AM Pg: 1 of 5

Above Space for Recorder's use only

**AGREEMENT RELATIVE TO RIGHT OF FIRST REFUSAL**

In consideration of the following agreement made by **Lawrence Anderson**, aka Larry Anderson, and **Patricia Rasmussen** with **North Park University**, formerly known as North Park College, set out below, North Park University hereby agrees to defer exercising any rights it may have been granted, either in a contract between Arthur Building Corporation and Gusta and Ingrid Bergstrom, or asserted in the Affidavit of Right of First Refusal, recorded November 11, 2005 as document number 0531456051, against Gusta and Ingrid Bergstrom as holders of the beneficial interest in Chicago Title Land Trust, as Successor Trustee to the Bank of Ravenswood, as Trustee under trust agreement dated the 5<sup>th</sup> day of January, 1979, and known as Trust number 25-3757, provided the Bergstrom's sell the property described below to Anderson and Rasmussen pursuant to an installment contract:

THE EAST HALF (EXCEPT THE NORTH 65 FEET THEREOF) OF LOT TWENTY SIX, LOT TWENTY SEVEN (EXCEPT THE NORTH 65 FEET THEREOF) AND LOT TWENTY EIGHT (EXCEPT THE NORTH 65 FEET THEREOF) IN BLOCK FOURTEEN (14) IN NORTH PARK ADDITION TO CHICAGO, A SUBDIVISION OF PARTS OF THE NORTHEAST AND THE SOUTHEAST QUARTER QUARTERS OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Whose PIN is 13-11-222-034-0000

**Box 400-CTCC**

SA383002402MM(3)

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North Park University specifically consents to the installment sale of said premises by Chicago Land Trust, Trustee under Trust Agreement Number 25-3757 to Lawrence Anderson and Patricia Rasmussen dated November 15, 2007 (a copy of which has been furnished to North Park University). North Park University also agrees that said consent shall apply to the deed out to Anderson and Rasmussen or to any Land Trust and/or LLC of which they, or a trust or trusts formed by them, and/or their family are primary beneficiaries or, in the case of an LLC, sole owners. Said consent shall also apply if at a later time, Anderson and Rasmussen sell, gift or otherwise transfer to their children, their families, or trusts established for same any or all interest in said property or LLC owing said property, as long as said transfer recites that a sale of said property to a nonrelated person or entity continues to be subject to the right of first refusal in the University.

Said consent is based on the following agreement, wherein Lawrence Anderson and Patricia Rasmussen, for and on behalf of themselves and their heirs, successors and assigns, agree: (1) that North Park University shall have a right of first refusal with respect to any and all bona fide offers to purchase the property or any direct or beneficial interests therein for value; (2) that, upon receipt of any such an offer, the owner of the subject interest shall supply North Park University a copy of said offer to purchase and a demand that North Park University either waive its right of first refusal or exercise such right and purchase the subject interest in said property upon the same terms and conditions as are contained in said bona fide written offer to purchase; and (3) that, except for any transfer of the property, for value or otherwise, to (a) Lawrence Anderson or Patricia Rasmussen or any relative of either of them or both of them, (b) any land trust, other trust or LLC having as its primary beneficiaries, or, in the case of an LLC, sole owners, Lawrence Anderson, Patricia Rasmussen, any relative of either or both of them, or any combination thereof,

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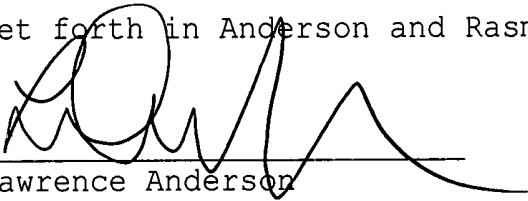
or (c) any collateral assignment of a beneficial interest in the property that may be required by a lender to secure a debt, no interest in the property, whether direct, beneficial or otherwise, shall be sold or otherwise transferred. The right of first refusal provided for in this paragraph shall give North Park University Ten Days to notify the then owners of the property of whether it wishes to match the terms of the offer or waive its right of first refusal. Failure of North Park University to send written notification of its desire to exercise said right of first refusal shall result in the termination of the right of first refusal. It is further agreed that if North Park serves notice that they wish to match the terms of said offer and then fails to complete said purchase, the right shall immediately be terminated.

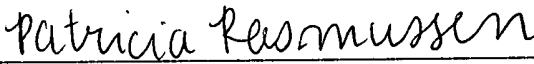
If the condition for the agreements and consents of North Park University provided for herein should fail or Lawrence Anderson and Patricia Rasmussen should fail to complete their purchase of said property pursuant to the terms of the installment sales contract or any modifications entered into regarding same, so that their rights to the premises are terminated, it is agreed that all rights that North Park University had pursuant to the contract between Arthur Building Corporation and Gusta and Ingrid Bergstrom, and asserted in the Affidavit of Right of First Refusal, recorded November 11, 2005 as document number 6031456051, against Gusta and Ingrid Bergstrom as holders of the beneficial interest in Chicago Title Land Trust, as Successor Trustee to the Bank of Ravenswood, as Trustee under trust agreement dated the 5<sup>th</sup> day of January, 1979, and known as Trust number 25-3757 shall be reinstated and be given full force and effect.

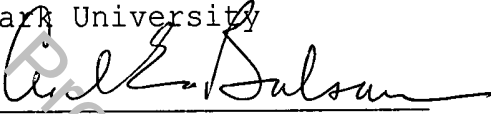
Company  
**Chicago Title Land Trust, as Successor Trustee to the Bank of Ravenswood, as Trustee under trust agreement dated the 5<sup>th</sup> day of January, 1979, and known as Trust number 25-3757** acknowledges that it is subject to the Right of First Refusal terms described in the Right of First Refusal, recorded November 11, 2005 as

document number 6031456051, agrees to the terms of the agreements and consents of North Park University provided for herein, and agrees that that any deed out of said trust pursuant to the consents set forth herein shall contain the restrictions set forth in Anderson and Rasmussen's agreement above.

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Lawrence Anderson

  
Patricia Rasmussen

North Park University  
BY   
Company

**Chicago Title Land Trust, as Successor Trustee to the Bank of Ravenswood, as Trustee under trust agreement dated the 5<sup>th</sup> day of January, 1979, and known as Trust number 25-3757 and not personally**

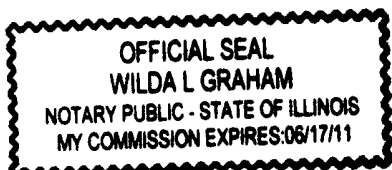
This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

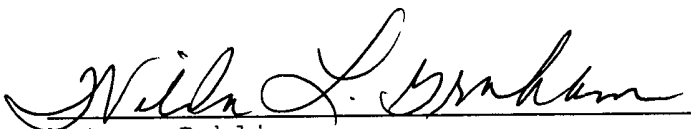
BY   
Trust Officer

State of Illinois  
County of Cook ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carl E. Balsam and \_\_\_\_\_, as duly authorized officers of North Park University, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered the said instrument as their free and voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth.

Dated this 13<sup>th</sup> day of November, 2007.



  
Notary Public

State of Illinois  
County of Cook ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that



Nancy A Carlin, Trust Officer, and \_\_\_\_\_ as duly authorized officers of Chicago Title Land Trust, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered the said instrument as their free and voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth.

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Dated this 15th day of November, 2007.



Sherrithe Pearson  
Notary Public

State of Illinois  
County of Cook ss

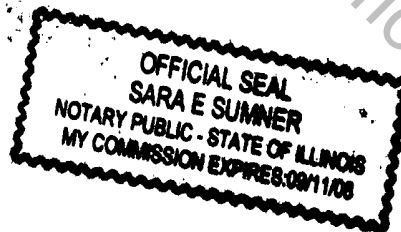
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lawrence Anderson and Patricia Rasmussen, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary acts, for the uses and purposes therein set forth.

Dated this 15 day of November, 2007.

Sara E. Sumner  
Notary Public

This instrument was prepared by:

Sara E. Sumner,  
1617 N. Hoyne  
Chicago, Illinois 60647



*[Handwritten initials]*