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This document prepared by and after
Recording return to:



Dykema Gossett PLLC
180 N. LaSalle Street, Suite 2700
Chicago, Illinois 60601
Attn: Stanley R. Weinberger, Esq.

Doc#: 0928222042 Fee: \$68.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/09/2009 11:24 AM Pg: 1 of 17

FIRST AMENDMENT TO LEASE AND OPTION TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AND OPTION TO PURCHASE AGREEMENT
(this "Amendment") is made as of the 18 day of August, 2009 between **MARIE WUCZYNSKI**, an individual ("Lessor") and **BULLEY & ANDREWS, LLC**, an Illinois limited liability company ("Lessee").

WITNESSETH:

A. Lessor and Lessee entered into that certain Lease and Option to Purchase Agreement (the "Original Lease") dated October 1, 2006, whereby: (i) Lessor leased to Lessee a certain unimproved parcel of land commonly known as 1747 West Armitage Avenue, Chicago, Illinois, and legally described on Exhibit A-1 attached hereto (the "1747 Property") for a lease term expiring on September 30, 2008, and (ii) Lessor granted to Lessee a right of first refusal to purchase the 1747 Property and 1745 West Armitage Avenue, Chicago, Illinois and legally described on Exhibit A-2 attached hereto (the "1745 Property"; together with the 1747 Property, the "Entire Property"). The Original Lease was recorded with the Cook County Recorder of Deeds (the "Recorder's Office") on October 24, 2006, as Document No. 0629706079.

B. The Original Lease was amended and restated in its entirety by that certain Lease and Option to Purchase Agreement (the "Lease") by and between Lessor and Lessee dated October 1, 2007, whereby: (i) Lessor leased to Lessee the 1747 Property and the south forty-eight (48) feet of the 1745 Property (the "Leased 1745 Property"; together with the 1747 Property, the "Premises"), for a lease term expiring on September 30, 2010, and (ii) Lessor granted Lessee a right of first refusal to purchase the Entire Property. The Lease was recorded with the Recorder's Office on October 10, 2007, as Document No. 0728318080. A copy of the Lease is attached hereto and incorporated herein as Exhibit B.

C. Lessee desires to extend the term of the Lease and to reaffirm the right of first refusal, and Lessor is willing to do so, subject to the terms and provisions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Definitions.** Each capitalized term used in this Amendment shall have the same meaning as is ascribed to such capitalized term in the Lease, unless otherwise provided for herein.

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2. **Extension of Term.** The term of the Lease (the "Term") is extended from September 30, 2010 to September 30, 2012. All of the terms and provisions of the Lease shall apply with respect to that part of the Term occurring after September 30, 2010 (the "Extended Term"), except as otherwise provided herein. From and after the date hereof, the words "Term" and "term" as used and defined in the Lease, as hereby amended, shall mean the Term, as previously extended and extended through September 30, 2012, pursuant to this Amendment.

3. **Rent.** The parties acknowledge that the Lease is a gross lease. Lessee shall continue to pay monthly rent in the manner and at the times provided in Paragraph 3.1 of the Lease during and for the Extended Term, except that effective as of October 1, 2009, Lessee shall pay rent in the following amounts for the following periods:

<u>Month of Term</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
10/01/09 – 09/30/10	\$18,744.00	\$1,562.00
10/01/10 – 09/30/11	\$19,944.00	\$1,662.00
10/01/11 – 09/30/12	\$21,144.00	\$1,762.00

4. **Right of First Refusal.** Lessee's right of first refusal to purchase the Entire Property, as set forth in Paragraph 12.1 of the Lease, shall remain in full force and effect during the Extended Term.

5. **Notices.** Effective as of the date of this Amendment, Section 15.1 of the Lease is amended to provide that notices to Lessor be addressed as follows:

Marie Wuczyński
c/o Riptide Lounge
1745 West Armitage Avenue
Chicago, Illinois 60622

6. **Broker.** Lessor and Lessee each represent to the other that each has not dealt with any real estate broker, salesperson or finder in connection with this Amendment, and no such person initiated or participated in the negotiation of this Amendment. Lessee agrees to indemnify, defend and hold Lessor harmless from and against all claims, demands, actions, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising from either: (i) a claim for a fee or commission made by any broker claiming to have acted by or on behalf of Lessee in connection with this Amendment, or (ii) a claim of, or right to, lien under the Statutes of Illinois relating to real estate broker liens with respect to any such broker retained by Lessee. Lessor agrees to indemnify, defend and hold Lessee and its employees harmless from and against all claims, demands, actions, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising from a claim for a fee or commission made by any broker claiming to have acted by or on behalf of Lessor in connection with this Amendment.

7. **Binding Effect.** The Lease, as hereby amended, shall continue in full force and effect, subject to the terms and provisions thereof and hereof. This Amendment shall be binding upon and inure to the benefit of Lessor, Lessee and their respective successors and permitted assigns.

8. **Conflict.** In the event of any conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, this Amendment is executed as of the day and year aforesaid.

LESSOR:

Marie Wuczynski

MARIE WUCZYNSKI, an individual

LESSEE:

BULLEY & ANDREWS, LLC, an Illinois limited liability company

By: *A. E. Bulley III*

Print Name: Allen E. Bulley III
Title: Manager

Property of Cook County Clerk's Office

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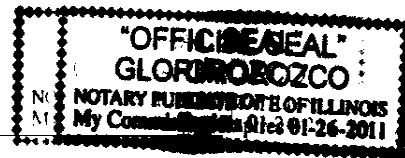
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that MARIE WUCZYNSKI, who is 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 she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of Sept, 2009.

Gloria Orozco
Notary Public

My Commission Expires:



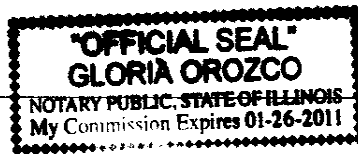
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Allan E. Bulley III, the MANAGER of BULLEY & ANDREWS, LLC, who is 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 he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of Sept, 2009.

Gloria Orozco
Notary Public

My Commission Expires:



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EXHIBIT A-1

THE 1747 PROPERTY

Legal Description:

LOT 13 IN BLOCK 29 IN SUBDIVISION OF BLOCKS #17, 18, 20, 21 (EXCEPT LOTS 1, 6, AND 12 IN SAID BLOCK 21), 23, 28, 29, 30, 31, 32 (EXCEPT LOTS 1, 2, 3, 6, AND 7), 33, 39, 40, AND 41 OF SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1747 WEST ARMITAGE AVENUE, CHICAGO, ILLINOIS

PIN No.: 14-31-404-008-0000

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EXHIBIT A-2

THE 1745 PROPERTY

Legal Description:

LOT 12 IN BLOCK 29 IN SUBDIVISION OF BLOCKS #17, 18, 20, 21 (EXCEPT LOTS 1, 6, AND 12 IN SAID BLOCK 21), 23, 28, 29, 30, 31, 32 (EXCEPT LOTS 1, 2, 3, 6, AND 7), 33, 39, 40, AND 41 OF SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1745 WEST ARMITAGE AVENUE, CHICAGO, ILLINOIS

PIN Number: 14-31-404-009-0000

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EXHIBIT B

THE LEASE

Property of Cook County Clerk's Office



B-1

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Doc#: 0728318080 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/10/2007 02:48 PM Pg: 1 of 9

Prepared by:
Stanley R. Weinberger
DYKEMA GOSSETT PLLC
10 S. Wacker Drive
Suite 2300
Chicago, IL 60606

After Recordation Return to:

Allan E. Bulley, III
Bulley & Andrews, LLC
1755 W. Armitage Avenue
Chicago, IL 60622-1135

LEASE AND OPTION TO PURCHASE AGREEMENT

THIS AGREEMENT is entered into as of this 1st day of October, 2007 between Marie Wuczyinski (hereinafter referred to as "Lessor") and Bulley & Andrews, LLC an Illinois corporation, (hereinafter referred to as "Lessee") in respect to certain real property described as follows:

- A. That certain unimproved parcel legally described as Lot 13 in Block 29 in Subdivision of Blocks #17, 18, 20, 21 (except lots 1, 5, and 12 in said Block 21), 23, 28, 29, 30, 31, 32 (except lots 1, 2, 3, 6, and 7), 33, 39, 40, and 41 of Sheffield's Addition to Chicago, in Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1747 West Armitage Avenue, Chicago, Illinois (hereafter referred to as "1747 Property"), and
- B. The certain parcel legally described as Lot 12 in the same Block 29 as legally described in Paragraph A above, commonly known as 1745 West Armitage Avenue, Chicago, Illinois, ("1745 Property").

This instrument amends and supersedes in its entirety that certain Lease and Option to Purchase Agreement dated October 1, 2006 recorded October 24, 2006 in the office of the Cook County Recorder of Deeds as document 0629706079.

WITNESSETH:

Article 1

Demised Property

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- 1.1 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the 1747 property described in Paragraph A above. The 1747 property is unimproved, has been inspected by Lessee, and Lessee, by execution of this Agreement, accepts it in its present condition.
- 1.2 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the south 48 feet of the 1745 Property described in Paragraph B above (the "Leased 1745 Property"). The Leased 1745 Property is improved with a concrete patio slab and a one car garage. Lessee has inspected the Leased 1745 Property, and Lessee by execution of this Agreement, accepts it in its present condition, subject to Lessee's rights under paragraph 4.2 hereof.
- 1.3 The 1747 Property and the Leased 1745 Property are collectively herein termed the "Leased Property." The 1747 Property and the 1745 Property, being all of Lots 13 and 12 in the same Block 29 as legally described in Paragraph A above are collectively herein termed the "Entire Property."

Article 2

Term

- 2.1 The term of this Agreement shall begin on October 1, 2007 and unless terminated or extended shall end on September 30, 2010.

Article 3

Rent

- 3.1 Rent. Lessee shall pay rent of \$1,400.00 per month, during the term of this Agreement, in lawful money of the United States of America, at Lessor's address for notice hereunder or otherwise as Lessor may designate.

Article 4

Use

- 4.1 Use. Lessee shall use the Leased Property as an addition to the existing parking lot currently maintained by Lessee on its adjacent property in Lot 14 of Block 29 of the same subdivision as described in Paragraph A above. The Leased Property will be used for parking of private vehicles owned by Lessee, its employees, and its visitors. Lessee shall not allow any overnight parking of trucks or storage trailers.
- 4.2 Improvement. Lessee may in its discretion but is not required to raze the existing garage and remove or otherwise modify the patio slab to improve the Leased 1745 Property for parking.
- 4.3 Lessor shall have the right to park up to two (2) personal automobiles on the Leased Property during non-working hours.

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0728313080 Page: 3 of 9

Article 5

Compliance with Requirements

- 5.1 Lessee will at its sole cost promptly procure, maintain and comply with all permits, licenses and other authorizations required for the use of the Leased Property as a parking lot and for the lawful operation, maintenance and repair of the Leased Property or any part thereof. Lessee will not do any act or thing which constitutes a private or public nuisance. Lessor will join, if necessary, in the application for any permit or authorization with respect to any legal requirements necessary for the use of the Leased Property as described in this Agreement.

Article 6

Covenant Against Liens

- 6.1 Liens of Lessee. If because of any act or omission of Lessee, any mechanic's lien or other lien, charge or order for the payment of money is filed against any portion of the Leased Property Lessee shall, at its expense, cause the lien or liens to be discharged of record or bonded over within 90 days after it receives written notice from Lessor of the filing, unless Lessee contests by appropriate legal proceedings the amount, validity, or application of any such lien, charge or order, conducts all such contests in good faith and with due diligence in which event Lessee shall deposit an amount equal to 125% of amount claimed pending disposition of the claim and, promptly after the determination of such contests, pays and discharges all amounts determined to be payable therein.
- 6.2 Removal of Liens. If Lessee fails to cause the liens to be discharged of record or bonded over within the required 90-day period, or unless Lessee contests their validity as provided in Paragraph 6.1 above, or if Lessee fails to satisfy them within 60 days after any final (non-appealable) judgment in favor of the lienholders, Lessor may cause the liens to be discharged by use of funds deposited with Lessor as provided in Paragraph 6.1. All payments by Lessor to have liens discharged shall constitute additional rent payable by Lessee.
- 6.3 Liens of Lessor. If, because of any act or omission of Lessor, any lien, charge or order for the payment of money is filed against the Leased Property or the Entire Property of which the Leased Property is a part, Lessor shall, at its expense, cause the lien or liens to be discharged of record or bonded over within 90 days after it receives written notice from Lessee of their filing. In that event, Lessor shall indemnify and save harmless Lessee against and from all costs, liabilities, suits, penalties, claims and demands, including attorney's fees and costs. If Lessor fails to cause the liens to be discharged or bonded over within the 90-day period, or if that period expires, Lessee's quiet enjoyment of the Leased Property is then or potentially therefore affected or threatened as a result thereof, Lessee may cause the liens to be discharged. All payments of Lessee may be deducted from subsequent installments of rent payable under this Lease or if such payments exceed rent to become due, from the purchase price as described in Paragraph 12.1 hereof.

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0726318080 Page: 4 of 9

Article 7

Maintenance

- 7.1 Lessee shall keep the Leased Property in good order and condition (except for changes permitted by Paragraph 4.2, ordinary wear and tear or damage caused by casualty or a Taking) and shall make all repairs and take all other action necessary or appropriate to keep and maintain the Leased Property in good order and condition. Lessor will not be liable for any labor, services, or materials furnished or to be furnished by Lessee, or to anyone holding the Leased Property or any part thereof through or under Lessee. No mechanic's or other liens for any such labor or materials shall attach to or affect the interest of Lessor in and to the Leased Property.

Article 8

Indemnification

- 8.1 Lessee hereby indemnifies, and shall protect and hold Lessor harmless for and against all liabilities, losses, claims, demands, costs, expenses and judgments of any nature arising, or alleged to arise, from or in connection with the following: (a) any injury to, or the death of, any person or loss or damage to property on or about the Leased Property or any adjoining property arising from or connected with the Lessee's use of the Leased Property during the term as described in Article 4 hereof; (b) performance or any labor or services or the furnishing of any materials or other property in respect of the Leased Property or any part thereof by or at the Lessee's request; (c) any contest permitted by Article 5. Lessee will resist and defend any action, suit or proceeding brought against Lessor by reason of any such occurrence by counsel designated by Lessee.

Article 9

Insurance

- 9.1 Insurance Coverage. Lessee will cause its existing comprehensive general public liability insurance against claims for bodily injury, death, or property damage to be additionally endorsed over to include claims arising out of the use of the Leased Property by Lessee as described herein and shall name Lessor as additional insured.

Article 10

Right to Cure Defaults

- 10.1 Lessee Defaults. If Lessee fails to make or perform any required payment or act, Lessor may but need not do so for Lessee's account. Lessee shall pay to Lessor on demand all amounts so paid by Lessor and all incidental costs and expenses (including attorney's fees and expenses) incurred in connection with the payment or performance, including interest thereon at the maximum legal rate, or, if no such rate is established, at 7 percent per annum from the date the payment is made or the costs and expenses re incurred.

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0728510080 Page: 5 of 9

- 10.2 Lessor Defaults. If Lessor fails to pay any liens or encumbrances affecting the Leased Property, or the Entire Property of which the Leased Property is a part, and to which this Lease may be subordinate when any of them become due or otherwise fails to perform any of its covenants or agreements under this Agreement, and the failure or default continues for 30 days after Lessee gives notice to Lessor (notwithstanding any delay or forbearance in giving notice), Lessee may pay the lien or encumbrance and cure the default. Lessee may further make all necessary payments in connection therewith, including, but not limited to, the payment of reasonable attorney's fees, costs, and charges of or in connection with any pending legal action. Lessor shall on demand pay Lessee all amounts paid by Lessee, including interest thereon at the maximum legal rate, or, if no such rate is established, at 7 percent per annum. All sums charged to Lessor by Lessee hereunder shall be Lessor's indebtedness to Lessee, payable on demand, if all Lessor's indebtedness is not fully paid within 30 days after demand, Lessee may (i) deduct such amount from rent subsequently becoming due hereunder, or (ii) extend this Agreement on the same covenants and conditions as herein provided until the indebtedness is fully paid by application of rents.

Article 11

Surrender

- 11.1 Upon the expiration or earlier termination of this Agreement, Lessee shall surrender the leased Property to Lessor in its then existing condition. However, if Lessor so desires and so requests in writing within 10 days of termination of the lease, Lessee will return the fence originally separating the 1747 Property from Lessee's property immediately west of the 1747 Property to its original location at Lessee's expense.

Article 12

Right of First Refusal

- 12.1 If at any time during the term of this Agreement, Lessor receives and is willing to accept a bona fide offer from a third party to purchase the Entire Property (defined in Section 1.3) or any part thereof, other than an offer to purchase at any sale incidental to the exercise of a remedy provided for in a mortgage or other security instrument creating a lien on the Entire Property or any part thereof, or if Lessor offers to sell the Entire Property or any part thereof to a third party, Lessor shall, if there exists no continuing Event of Default by Lessee, promptly transmit to Lessee such offer to purchase or its offer to sell the Entire Property or any part thereof to Lessee upon terms and conditions substantially similar to those offered by or to the third party, together with a true copy of such original offer. If Lessee does not in writing agree to assume the buyer's obligations under such bona fide offer or accept Lessor's offer to sell within 15 days after it is delivered to Lessee, Lessor may, after the 15-day period expires, sell the interest to a third party upon terms and conditions set forth in the offer to purchase or sell described above. If Lessee agrees to assume the buyer's obligations under such bona fide offer or to accept Lessor's offer to sell by notice mailed to Lessor within 15 days after such offer is delivered to Lessee, such bona fide offer and Lessee's assumption thereof together with Lessor's transmittal thereof or Lessor's offer and Lessee's acceptance thereof shall constitute a contract for the sale

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0726318080 Page: 6 of 9

by Lessor and the purchase by Lessee of the Entire Property or the part thereof therein described as the case may be, at a closing to be held within 30 days following the receipt by Lessor of Lessee's notice of acceptance. On the date of such purchase, Lessor shall convey marketable title to the Entire Property or any part thereof, as the case may be, to Lessee against payment of the purchase price therefore in accordance with the bona fide offer from a third party or Lessor's offer.

12.2 Lessor shall have the option to cancel this lease in the event of a sale to a third party after Lessee's refusal to exercise its right of first refusal.

Article 13

Short Form Lease

13.1 Recordable Form. The parties will, after execution, record this Lease and Option to Purchase Agreement or will simultaneously, with the execution of this Agreement, will execute counterparts of an instrument, in recordable form, which, when completed, will include a metes and bounds description of the Entire Property and the Commencement Date and Termination Date of this Agreement, plus a summary of the extension and right of First Refusal Provisions of this Agreement, and which will constitute a short form of the lease. Lessor authorizes and appoints Lessee as its attorney-in-fact to complete any such other document when the omitted data is available and thereupon upon Lessor's approval to record it and furnish Lessor with a copy of the recorded instrument.

Article 14

Events of Default, Remedies

14.1 Default. The following occurrences, conditions, or acts shall constitute an "Event of Default" under this Agreement: Lessee's Default in making payment when due of any rent, where the Default continues for five (5) days after Lessor gives written notice to Lessee specifying the Default and demanding that it be cured, or a Default by Lessee or Lessor in the observance or performance of any other provision of this Agreement, and the Default continues for 30 days after the giving of written notice by the complaining party to the other specifying the default and demanding that it be cured.

14.2 Remedies. If Lessee materially defaults, the rent shall immediately become due and be paid up to the time of reentry, expiration and/or dispossession; Lessor may relet the property or any part or parts of it, either in Lessor's name or otherwise, on a term or terms which may, at Lessor's option, be less than or exceed the then remaining term of this Agreement. Lessor shall use its best efforts to mitigate all damages and to relet the Leased Property if there is an "Event of Default by Lessee". Lessor's default hereunder is limited to any acts by Lessor that will disturb or interrupt Lessee's right of peaceful possession which shall be cured by Lessor within 30 days of written notice. In the event said default continues, Lessee may terminate this Agreement; provided, however, that upon a default by Lessor of Lessor's obligations under Paragraph 12.1, Lessee shall be entitled to equitable relief including injunctive and specific performance remedies, without bond, in addition to any remedies at law to which Lessee may be entitled.

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0728510080 Page 7 of 9

Article 15

Notices

15.1 All notices, demands, requests, consents, approvals, offers, statements, and other instruments or communications required or permitted to be given hereunder shall be in writing and be deemed to have been given when delivered, or when mailed by First Class Registered or Certified Mail, postage prepaid, addressed, (a) If to Lessee, to the following:

Bulley & Andrews, LLC
1755 West Armitage Avenue
Chicago, IL 60622

with a copy addressed to Dykema, Gossett, PLLC, Attention: Stanley R. Weinberger, 10 South Wacker Drive, Suite 2300, Chicago, Illinois 60606, or at any other address that Lessee may furnish in writing to Lessor, and (b) if to Lessor, at the following address:

Marie Wuczyinski
Riptide Lounge
1745 West Armitage Avenue
Chicago, IL 60622

~~with a copy addressed to Jerome Levin, Levin and Posen, Ltd., 4051 Old Orchard Road, Skokie, IL 60076.~~

Article 16

Amendments

16.1 This Agreement may not be amended, modified, or terminated, nor may any obligation under it be waived orally. No amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Article 17

Miscellaneous

17.1 Severability. If any provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby.

17.2 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

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0726318086 Page 8 of 9

17.3 Quiet Enjoyment. Upon due performance by Lessee of its covenants and agreements under this Agreement, Lessor covenants that Lessee shall and may at all times peaceably and quietly have, hold, and enjoy the Leased Property during the Lease term. If this covenant of quiet enjoyment is breached and Lessee is made a party to any legal proceedings affecting its right of possession, Lessor shall reimburse Lessee for all reasonable attorneys' fees or other expenses incurred by it in defending its right to this Lease. Lessee may apply all such expenses to rent due or to become due.

17.4 Headings. The Article and Section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Agreement.

17.5 Counterparts. This Agreement may be simultaneously executed in two or more counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

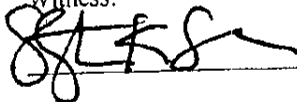
17.6 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

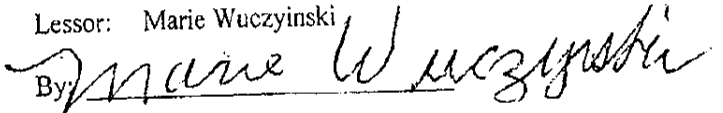
17.7 Relationship of Parties. Lessor and Lessee shall not be considered or deemed to be joint venturers or partners and neither shall have the power to bind or obligate the other except as set forth herein.

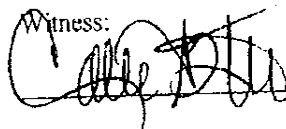
17.8 Default of Lessor's Trustee. If Lessee is unable to use the Leased Property for the use intended or to exercise Lessee's rights under Paragraph 12.1 because Lessor is involved in a bankruptcy or insolvency proceeding and Lessor's Trustee fails or refuses to perform any of Lessor's obligations under this Agreement, Lessee may terminate the Agreement and may also exercise its rights available to legal or equitable remedies as set forth herein or as otherwise available.

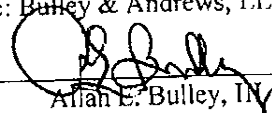
17.9 Construction. All terms used in this Agreement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

In witness whereof the parties have executed this agreement as of the date first written above.

Witness:


Lessor: Marie Wuczyński
By: 

Witness:


Lessee: Bulley & Andrews, LLC
By: 
Allan E. Bulley, III

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0728348086 Page: 9 of 9

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that MARIE WUCZYNSKI, 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 s/he signed and delivered the said instrument on behalf of said entity, as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9TH day of OCTOBER, 2007.

Nancy Liptak

Notary Public



My Commission Expires:

12-29-2010

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Allan E. Bulley III, personally known to me to be an authorized officer of Bulley & Andrews, LLC and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared in person and acknowledged that as such officer he signed and delivered the said instrument on behalf of said entity, as his free and voluntary act, and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9TH day of OCTOBER, 2007.

Nancy Liptak

Notary Public



My Commission Expires:

12-29-2010

CHICAGO2378628.2
IDSRW

PERMANENT REAL ESTATE TAX INDEX NUMBER: 14-31-404-008 AND 14-31-404-009

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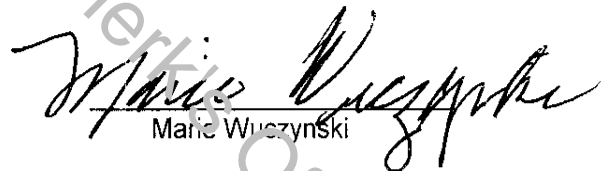
Right of First Refusal

For and in consideration of the sum of \$5,000.00, the receipt and sufficiency of which is hereby acknowledged, Marie Wuczynski ("Owner") hereby grants to Bulley & Andrews, LLC ("B&A") a right of first refusal to purchase her property, including the improvements thereon, commonly known as 1745-47 West Armitage Avenue, Chicago, Illinois (the "Property").

Owner agrees that if she receives or solicits any offer to purchase, convey or transfer all or any part of the Property or any legal or equitable interest in the Property, including any lien or possessory rights in or to the Property, prior to accepting such offer or agreeing to any such transaction she shall give immediate written notice by certified mail return receipt requested to B&A at 1755 West Armitage, Chicago, Illinois 60622, Attention: President. Such notice shall set forth all of the terms of the subject transaction, including the consideration offered to Owner. B&A shall have the right for 60 days after receipt of such notice to match the offer or lien described in the notice, and Owner agrees to then close the transaction with B&A on the terms in the notice, provided that if the consideration to be paid to Owner is other than cash, B&A shall have the right to pay in cash the fair market value of such consideration. This right of first refusal shall be for a period of seven years from the date hereof and shall be binding upon and inure to the benefit of Owner and B&A, and her and its respective heirs, personal representatives, successors and assigns, and shall run with the Property.

The legal description of the Property is: lots 12 and 13 in Block 29 in Sheffield's Addition to Chicago in Section 31, Township 40, Range 14 East of the Third Principal Meridian in Cook County, Illinois. PIN: 14-31-404-008; 14-31-404-009.

IN WITNESS WHEREOF, Owner has executed this Right of First Refusal this third day of August, 2009.


Marie Wuczynski

State of Illinois)
) SS.
County of Cook)

I Gloria Orozco certify that Marie Wuczynski 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 she signed and delivered the instrument as her free and voluntary act, for the uses and purposes therein set forth.

Dated this third day of August, 2009


Notary Public (Seal)

