

# UNOFFICIAL COPY

This instrument prepared by and  
after recording return to:

W. Craig Fowler  
O'Rourke, Hogan, Fowler & Dwyer, LLC  
Suite 2900  
10 South LaSalle Street  
Chicago, Illinois 60603



Doc#: 131944078 Fee: \$50.00  
RHSP Fee: \$9.00 RPAF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/18/2013 04:02 PM Pg: 1 of 7

1319448 10/1 2/13

## Memorandum Regarding Deferred Purchase Price

This Memorandum Regarding Deferred Purchase Price ("**Memorandum**") is made and entered into as of this 26<sup>th</sup> day of June, 2013, by and between J. Hawk DDI, L.L.C., an Illinois limited liability company ("**J. Hawk**"), and James M. Ticus, an individual ("**Jim**").

### Recitals

A. J. Hawk and Jim are parties to that certain Separation Agreement, dated as of even date herewith ("**Separation Agreement**"). Pursuant to the Separation Agreement, Jim is purchasing all of J. Hawk's Ownership Interests (as such term is defined in the Separation Agreement) with respect to Evanston Green Bay I, L.L.C., an Illinois limited liability company ("**Company**"). The Company owns fee title to that certain real estate that is legally described in Exhibit A attached hereto and made a part hereof.

B. As a part of the consideration for Jim's purchase of J. Hawk's Ownership Interests, but only under certain circumstances specifically set forth in the Separation Agreement, Jim will be obligated to pay a Deferred Purchase Price to J. Hawk. Absent the specific circumstances set forth in the Separation Agreement, Jim will not be obligated to pay the Deferred Purchase Price to J. Hawk.

C. J. Hawk and Jim now desire to record this Memorandum in order to notify third parties of the aforesaid possible future obligation.

### Agreements

Now, therefore, for and in consideration of the foregoing Recitals and the covenants and agreements set forth in the Separation Agreement, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, J. Hawk and Jim agree as follows:

1. Meanings of Terms; Incorporation of Recitals. Except as otherwise set forth in this Memorandum, all capitalized terms used herein will have the respective meanings given them in the Separation Agreement. The Recitals set forth above are hereby incorporated into this Memorandum and are hereby made a part hereof, as if fully set forth herein.

2. Notice of Possible Deferred Payment Obligation. Under the Separation Agreement, (a) in the event of a Future Sale pursuant to an agreement into which the Company or Jim enters on or before the Outside Deferred Payment Date, Jim may be obligated to pay a Deferred Purchase Price to J. Hawk; (b) the Outside Deferred Payment Date will, in no event, be later than June 14, 2021 (and could be earlier pursuant to the Separation Agreement); and (c) the Deferred Purchase Price will, in no event, be greater than \$12,500.00 (and could be less pursuant to the Separation Agreement).


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3. Purpose of Memorandum; Superiority of Separation Agreement. This Memorandum is made solely for purposes of creating record notice of the existence of the possible obligation regarding the payment of the Deferred Purchase Price. This Memorandum does not in any manner amend or modify the respective rights and obligations of J. Hawk and Jim under the Separation Agreement. In the event of any conflict or inconsistency between the terms and conditions of the Separation Agreement and the terms and conditions of this Memorandum, the terms and conditions of the Separation Agreement will in all cases govern and control.

4. Counterparts. This Memorandum may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.


[Signatures on following page]

**CITY OF EVANSTON 026867**  
 Real Estate Transfer Tax  
 City Clerk's Office  
**P A I D** JUL 8 - 2013  
 AMOUNT \$ 17,110.00  
 Agent LB

STATE TAX  
 STATE OF ILLINOIS  
  
 JUL. 18. 13  
 REAL ESTATE TRANSFER TAX  
 DEPARTMENT OF REVENUE

# 0000015708  

REAL ESTATE TRANSFER TAX
00000000
FP 103037

COUNTY TAX  
**COOK COUNTY**  
 REAL ESTATE TRANSACTION TAX  
  
 JUL. 18. 13  
 REVENUE STAMP

# 0000015562  

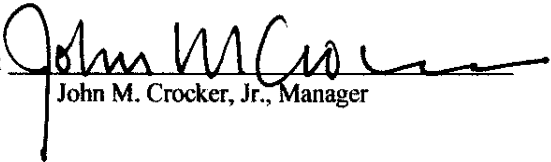
REAL ESTATE TRANSFER TAX
0017400
FP 103042

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In witness whereof, the parties have executed this Memorandum as of the date first above written:

J. Hawk:

J. Hawk DDI, L.L.C., an Illinois limited liability company

By:   
John M. Crocker, Jr., Manager

Jim:

---

James M. Ticus

Property of Cook County Clerk's Office

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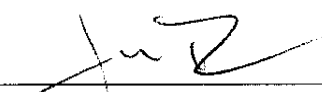
In witness whereof, the parties have executed this Memorandum as of the date first above written:

J. Hawk:

J. Hawk DDI, L.L.C., an Illinois limited liability company

By: \_\_\_\_\_  
John M. Crocker, Jr., Manager

Jim:

  
\_\_\_\_\_  
James M. Ticus

Property of Cook County Clerk's Office

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## Acknowledgments

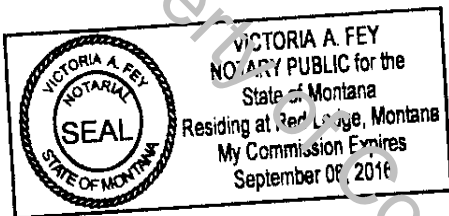
State of MONTANA

SS.

County of CARBON

I, Victoria A. Fey, a notary public in and for said County, in the State aforesaid, do hereby certify that John M. Crocker, Jr., personally known to me to be the Manager of J. Hawk DDI, L.L.C., an Illinois limited liability company, and 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 as such Manager, he signed and delivered the said instrument, pursuant to authority given by said company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 26 day of June, 2013.



Victoria A. Fey  
Notary Public

Printed Name: Victoria A. Fey

Resident of: Red Lodge

Commission Expires: 9-6-2016

State of \_\_\_\_\_

SS.

County of \_\_\_\_\_

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, do hereby certify that James M. Ticus, 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 free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of June, 2013.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

Resident of: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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## Acknowledgments

State of \_\_\_\_\_

SS.

County of \_\_\_\_\_

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, do hereby certify that John M. Crocker, Jr., personally known to me to be the Manager of J. Hawk DDI, L.L.C., an Illinois limited liability company, and 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 as such Manager, he signed and delivered the said instrument, pursuant to authority given by said company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of June, 2013.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

Resident of: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

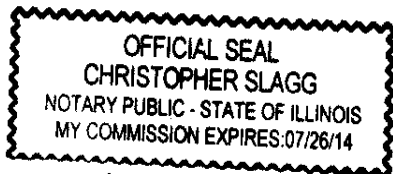
State of IL

SS.

County of Cook

I, CHRISTOPHER SLAGG, a notary public in and for said County, in the State aforesaid, do hereby certify that James M. Ticus, 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 free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 2<sup>nd</sup> day of June, 2013.



For James Ticus

\_\_\_\_\_  
Notary Public

Printed Name: CHRISTOPHER SLAGG

Resident of: 1145 Wilmette Ave, Wilmette, IL

Commission Expires: 7-26-14

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## Exhibit A -- Legal Description

PARCEL 1: LOTS 1 AND 2 IN STEWARTS RESUBDIVISION OF LOTS 10 TO 14, IN BLOCK 20 NORTH EVANSTON, BEING A SUBDIVISION OF LOTS 11 TO 16, BOTH INCLUSIVE, AND THE WEST 4.3 ACRES OF LOT 17 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVE IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO LOTS 1, 3 AND THAT PART OF LOT 2 LYING BETWEEN THE CHICAGO AND MILWAUKEE RIGHT OF WAY OF LOT 3 PRODUCED TO THE NORTH LINE OF LOT 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: ALL THAT PART OF LOT 4 LYING EAST OF THE WEST LINE OF LOT 2, EXTENDED SOUTH AND LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 4, AND RUNNING THENCE NORTHEASTERLY 45 FEET TO A POINT 0.44 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LOT 4 (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTHEASTERLY IN A STRAIGHT LINE 123 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 4, 0.10 FEET SOUTHEASTERLY FROM THE NORTHEASTERLY CORNER OF SAID LOT 4 IN STEWART'S RESUBDIVISION OF LOTS 10 TO 14, BOTH INCLUSIVE, IN BLOCK 20 IN NORTH EVANSTON, BEING A SUBDIVISION OF LOTS 11 TO 16, AND THE WEST 4.3 ACRES OF LOT 17 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH SECTION OF OUILMETTE RESERVATION, IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 9 IN BLOCK 20, IN NORTH EVANSTON, IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOT 8 IN BLOCK 20, IN NORTH EVANSTON, IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs:	05-34-423-019-0000	05-34-423-020-0000	05-34-423-021-0000
	05-34-423-022-0000	05-34-423-023-0000	

ADDRESS: 2616-2628 Green Bay Road, Evanston, Illinois 60201

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN  
TITLE INSURANCE CO. AS AN ACCOMMODATION ONLY.  
IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION  
OR AS TO ITS EFFECT UPON TITLE.