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This Instrument Prepared By and
Upon Recordation Return to:
MCQUILLAN LAW OFFICE LLC
1155 S. Washington St., Suite 202
Naperville, IL 60540
Ph: 630-355-5950

NOTICE OF RECORDING OF AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW AGREEMENT



Doc# 1634344058 Fee \$76.00

LRHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/08/2016 04:55 PM PG: 1 OF 17

Attached as Exhibit A is the Agreement of Purchase And Sale And Joint Escrow Agreement pertaining to the following described property, to wit:

LOT "C" IN WESTWOOD, BEING MILLS AND SONS SUBDIVISION IN THE WEST 1/2 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 12-25-316-111-0000

Address: 7750 W. Grand Avenue, Elmwood Park, IL

COOK REVIEW

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AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

by and between

Sandhu Decatur LLC – Barrington
Sandhu Petroleum Corporation Number 2
SMHR Holding Company LLC
c/o Harjinder Singh Sandhu
140 Hawthorne Road
Barrington, IL 60010

And

Harjinder Singh Sandhu, Individually
140 Hawthorne Road
Barrington, IL 60010

And

HAWTHORN PROPERTIES, LLC
140 Hawthorne Road
Barrington, IL 60010

"Seller"

and

Kapil Singh Ahuja or Assignees
10 E. 22nd Street, Suite 710
Lombard, IL 60148

"Buyer"

for

301 N. Hough, Barrington, IL
401 E 87th St, Chicago, IL 60619
11957 S. Halsted St., Chicago, IL 60628
7750 W. Grand Ave., Elmwood Park, IL 60707

Property of Cook County Clerk's Office

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SUMMARY OF BASIC PURCHASE AND SALE TERMS

This Summary is hereby incorporated into and made a part of the attached Purchase and Sale Agreement (this Summary and the Purchase and Sale Agreement to be known collectively as this "Agreement"). Each reference in the Purchase and Sale Agreement to any term of this Summary shall have the meaning as set forth in this Summary for such term. In the event of a conflict between the terms of this Summary and the Purchase and Sale Agreement, the terms of the Purchase and Sale Agreement shall prevail.

Agreement Date August ~~23rd~~ 2016

Seller Sandhu Decatur LLC – Barrington
Sandhu Petroleum Corporation Number 2
SMHR Holding Company LLC
c/o Harjinder Singh Sandhu
140 Hawthorne Road
Barrington, IL 60010

with copies to:
Michael P. Misch
Anderson Agostino & Keller
131 South Taylor Street
South Bend, IN 46601
574-288-1510
'misch@aaklaw.com'

Buyer Kapil Singh Ahuja or Assignees

with copies to:
McQuillan Law Office LLC
1155 S. Washington Street
Suite 202
Naperville, IL 60540
Attn: Kevin K. McQuillan, Esq.
Telephone: 630.355.5950
E-mail: kevin@mcq-law.com

Property

Seller's right title and interest in the property commonly known as 301 N. Hough, Barrington, IL 60010 located in the City of Barrington ("City"), County of Lake ("County") and State of Illinois ("State") as more particularly described in Section 1.1.

Seller's right title and interest in the property commonly known as 401 E 87th St, Chicago, IL 60619 located in the City of Chicago ("City"), County of Cook ("County") and State of Illinois ("State") as more particularly described in Section 1.1.

Seller's right title and interest in the property commonly known as 1155 S. Halsted St., Chicago, IL 606: located in the City of Chicago ("City"), County of Cook ("County") and State of Illinois ("State") as more particularly described in Section 1.1.

Seller's right title and interest in the property commonly known as 7750 W Grand Ave Elmwood, IL 6070 located in the City of Elmwood Park ("City"), County of Cook ("County") and State of Illinois ("State") as more particularly described in Section 1.1.

Purchase Price \$2,300,000.00.

Initial Deposit Buyer has provided a \$300,000.00 deposit directly to Seller.

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Effective Date The date that the last party has fully executed a counterpart of this Agreement. Once this Agreement is duly executed and delivered by both Buyer and Seller, Seller shall have no right to continue to market the Property and/or to negotiate with potential Buyers of the Property and shall immediately cease doing so.

Due Diligence Period From the Effective Date to 5:00 p.m. Central Time on the date that is 60 days after the Effective Date

Closing Date Within a reasonable time after the necessary approvals and payoffs referenced in Section 3.4 are obtained.

Brokers None

Escrow Holder/Title Company Chicago Title

Property of Cook County Clerk's Office

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AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This Agreement of Purchase and Sale and Joint Escrow Instructions (this "**Agreement**") is entered into as of the Agreement Date by and between Buyer and Seller. Seller and Buyer hereby agree as follows:

1. Sale of Property

Seller shall sell to Buyer, and Buyer shall purchase from Seller, for the Purchase Price on the terms and conditions of this Agreement, all of the following property:

1.1 All of Seller's right, title and interest in and to the real property located in each City listed above, more particularly described on the Legal Descriptions to be provided and incorporated herein by this reference (the "**Land**") as Exhibit A;

1.2 All of Seller's right, title and interest in all improvements and fixtures situated on the Land (the "**Improvements**"); and collectively with the Land, the "**Real Property**";

1.3 All of Seller's right, title and interest in all tangible personal property used exclusively in connection with the Real Property (the "**Personal Property**") and

1.4 All of Seller's right, title and interest in licenses, permits, contracts, and agreements in effect as of the Close of Escrow relating to the Real Property (the "**Contracts**").

The Real Property, Personal Property and the Contracts are referred to collectively herein as the "**Property**".

2. Purchase Price

The Purchase Price shall be payable as follows:

2.1 Balance. At closing Buyer shall deposit into Escrow an amount ("**Cash Balance**"), in immediately available federal funds equal to \$2,000,000.00 and increased or decreased by the net amount of any credits due or any items chargeable to Buyer under this Agreement. Buyer shall deposit the Cash Balance into Escrow such that Escrow Holder will be in a position to disburse the cash proceeds to Seller on the Closing Date.

3. Escrow; Entry/Inspection; Closing Conditions

3.1 Escrow. Upon the Effective Date, this Agreement shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder to open an escrow ("**Escrow**") for the consummation of the sale of the Property to Buyer pursuant to the terms of this Agreement. Upon Escrow Holder's written acceptance of this Agreement, Escrow Holder is authorized to act in accordance with the terms of this Agreement. Buyer and Seller shall execute Escrow Holder's general escrow instructions upon request; provided, however, that if there is any conflict or inconsistency between such general escrow instructions and this Agreement, this Agreement shall control. Upon the Close of Escrow, Escrow Holder shall pay any sum owed to Seller with immediately available funds.

3.2 Closing Date. The Escrow shall close ("**Close of Escrow**" or "**Closing Date**") on or before the Closing Date, provided that all express conditions to the Close of Escrow set forth in this Agreement have been satisfied or waived by the party intended to be benefited thereby.

3.3 Entry/Inspection

3.3.1 Entry. Buyer shall have the right to commence Buyer's physical inspection of the Property immediately upon the Effective Date upon one (1) business days' prior notice to Seller. No invasive testing, drilling or boring shall be done without the prior notification of Seller and Seller's written permission of the same which shall be provided within 24 hours of notification. Buyer is permitted to conduct any and all Phase I and Phase II studies required by its lender.

3.3.2 Opportunity for Inspections. Buyer acknowledges that prior to the expiration of the Due Diligence Period: (i) Buyer has or will have conducted such surveys and inspections and (ii) Buyer has or will have had adequate opportunity to make such inspection of the Property (including an inspection for zoning, land use, environmental and other laws, regulations and restrictions) as Buyer has, in Buyer's discretion, deemed necessary or advisable as a condition precedent to Buyer's purchase of the Property and to determine the physical, environmental and land use characteristics of the Property and its suitability for Buyer's intended use.

3.3.3 Documentation Seller to Provide. Within five (5) days of the Effective Date, Seller shall provide to Buyer copies of all Phase I and II reports, all No Further Remediation ("NFR") letters, all environmental Reports and Plans, all reports of or correspondence to and from the EPA and any environmental or any other consultants with respect to any aspect of the Property, notices of violations, citations, tickets, fines, warnings or anything else issued by any governmental entity, notices of any and all tax violations, deficiencies, fines and the like, and any surveys and other drawings with respect to the Land and any improvements. . If

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there are any tax issues, Seller must also provide all tax returns and K-1s related to the Property and any business conducted on the Property beginning at least two years before any deficiencies through the present time.

3.4 Buyer's Conditions to Closing. The Close of Escrow is subject to and contingent on the satisfaction of the following conditions:

3.4.1 Inspection. Buyer's approval, in its sole and absolute discretion, of the physical condition of the Property at Buyer's sole cost and expense prior to the expiration of the Due Diligence Period.

3.4.2 Title Policy. The Title Company's commitment to issue or the issuance of the Title Policy(s) complying with the requirements of 3.8.2 below.

3.4.3 Due Diligence Items. Buyer shall review for approval all Due Diligence Items (as defined in 3.3.3 above) within the Due Diligence Period

3.4.4 Termination of all Leases of any Portion of the Property and all Agreements with respect to the Property. Seller must terminate any lease of any Portion of the Property to anyone and any agreements with respect to the Property, including, but not limited to fuel supply agreements and land contracts prior to closing, with written proof signed by Seller of same to Buyer, with the exception of the lease with respect to the Barrington Property with Trade Investment Incorporated and any agreements with Lake Shore Petroleum LLC and/or Trade Investment Incorporated as to any of the properties ("Excepted Agreements"), all of which Excepted Agreements are adopted and reaffirmed by the Sellers as if the Sellers had been a party to the original agreements. Seller agrees to indemnify and hold Buyer harmless from any claims of any nature by anyone claiming any rights with respect to the Property or any activities with respect to the Property, including but not limited to Buyer's attorney fees and costs, including those incurred in any action by any attorney on behalf of Buyer, whether suit is brought or not, with respect to such claims and/or against Seller with respect to such claims.

3.4.5 No Outstanding Issues. Seller shall prior to closing, comply with the following requirements: all pending EPA issues must be remediated as evidenced by No Further Remediation ("NFR") letters, any ongoing construction activities must be completed and approved by the appropriate authorities, notices of violations, citations, tickets, fines, warnings or anything else issued by any governmental entity must be satisfied with written proof of such satisfaction/compliance, and all notices of any and all tax violations, deficiencies, fines and the like must be satisfied with written proof of such satisfaction/compliance. In the event Seller cannot comply with any of the foregoing, Seller agrees to defend, indemnify and hold Buyer harmless as to any and all claims, suits, expenses or anything else related to any such outstanding issues and such agreement shall survive the Close of Escrow and not be merged with any Deed.

3.4.6 Financing Contingency. A FDIC insured bank must provide conventional financing to Buyer for the Purchase at 4% interest APR amortized over 25 years. If Buyer does not receive approval for such financing from a bank of its selection for any reason then this Agreement is terminated and all deposits shall be refunded to Buyer within 48 hours.

3.4.3

3.4.4

3.4.5

3.4.6

3.4.7 Representations and Warranties. All representations and warranties of Seller contained in this Agreement shall be true and correct as of the date made and as of the Close of Escrow with the same effect as though such representations and warranties were made at and as of the Close of Escrow.

3.4.8 Covenants. Seller shall have performed and satisfied all agreements and covenants required hereby to be performed by Seller prior to or at the Close of Escrow.

3.5 Approval Procedure. Buyer shall notify Seller of Buyer's disapproval, if at all, of the matters described in Sub-Sections 3.4.1, 2 and 3 by written notice delivered to Seller by the expiration of the Due Diligence Period. Buyer's failure to disapprove any of the matters described in those Sub-Sections by the expiration of the Due Diligence Period in the manner described, shall be deemed Buyer's approval or waiver of such matter. In no event shall Buyer have the right to disapprove any such item after the expiration of the Due Diligence Period.

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3.6 **Termination.** This Agreement shall automatically terminate if Buyer notifies Seller in writing prior to the expiration of the Due Diligence Period that Buyer has decided not to proceed with the purchase of the Property for any reason. Upon termination of this Agreement pursuant to this Section 3.6 or pursuant to Section 7: (a) each party shall promptly execute and deliver to Escrow Holder such documents as Escrow Holder may reasonably require to evidence such termination; (b) Escrow Holder shall return all documents to the respective parties who delivered such documents to Escrow; (c) Seller shall return the Deposit to Buyer, (d) Buyer and Seller shall each pay one-half (½) of Escrow Holder's title and escrow cancellation fees, if any; and (e) the respective obligations of Buyer and Seller under this Agreement shall terminate.

3.7 **Seller's Conditions to Closing.** The obligations of Seller to consummate the transactions provided for herein are subject to and contingent upon the satisfaction of the following conditions or the waiver of same by Seller in writing:

3.7.1 **Representations and Warranties.** All representations and warranties of Buyer contained in this Agreement shall be true and correct as of the date made and as of the Close of Escrow with the same effect as though such representations and warranties were made at and as of the Close of Escrow.

3.7.2 **Covenants.** Buyer shall have performed and satisfied all agreements and covenants required hereby to be performed by Buyer prior to or at the Close of Escrow.

3.8 Title and Title Insurance.

3.8.1 **Deed.** On the Closing Date, Seller shall convey title to the Property to Buyer by a separate warranty deed for each location in a form acceptable to Buyer.

3.8.2 Title.

A. **Title Review Period.** As soon as reasonably possible, but no more than seven (7) days following the Effective Date of the Agreement, Seller shall cause Escrow Agent to prepare and deliver to Buyer a current preliminary title report or commitment for title insurance on the Property. Buyer shall have a period of time ending at 4:00 o'clock pm on the 21st day after receipt of the title report in which to review and give Seller and Escrow Agent written notice of any title matter which is unacceptable to Buyer. If Buyer receives a title report with issues making it impracticable to close due to conditions that would adversely affect the use of the Property and/or certain restrictions on the title to the Property that the Seller is unable to cure within a commercially reasonable period after notice from Buyer of such restrictions/conditions, Buyer only, at its option, shall so notify Seller in writing and Seller shall return the Deposit to Buyer and this Agreement shall be terminated and neither party shall have any obligation to proceed with the proposed transaction or have any liability to the other the party unless Seller shall have caused the conditions to occur after the Effective Date or did not disclose them by the provision of the above preliminary title report or in the materials referred to in Section 3.3.3. Otherwise, Buyer shall have the right to delay the Closing Date in order for Seller to obtain at Seller's expense the title endorsements or elimination of exceptions that Buyer may desire.

B. **Buyer's and Lender's Title Policy.** At the Close of Escrow, Escrow Holder shall cause the Title Company to issue to Buyer and Lender an American Land Title Association standard coverage owner's and lender's policies of title insurance (Title Policy(s)) which:

- (a) shall be written with liability in the amount of the Purchase Price;
- (b) shall insure title to the Property, to be vested in Buyer;
- (c) shall contain endorsements for Environmental Protection and Location Note; and
- (d) shall include Gap Coverage.

3.8.3 **ALTA Policy.** Seller at its expense shall also cause the Escrow Holder to issue to Buyer an ALTA Extended Coverage Owner's and Lender's Policy(s) of Title Insurance ("**ALTA Policy**").

3.8.4 Buyer shall have the right to delay the Closing Date in order to obtain the title endorsements or elimination of exceptions that Buyer may desire.

3.9 Closing Costs and Charges.

3.9.1 **Seller's Costs.** Seller shall pay (a) Escrow Holder's fees; (b) all expenses and charges incurred in connection with the discharge of delinquent taxes, if any, which may be required in order for the Title Company to issue the Title Policy(s) in accordance with Sections 3.8.2 and 3.8.3 above and also for Buyer to obtain any bulk sales transferee/buyer release(s) and removal of

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any Bulk Sales Stop Order(s); (c) all costs of obtaining such title policy(s), including, but not limited to, the cost of all endorsements to such Policy(s); (d) the cost of any survey or other items needed for such policy(s); (e) all documentary transfer taxes payable in connection with the transfer of the Property, and (f) Seller's share of prorations as determined in accordance with Section 3.13.

3.9.2 Buyer's Costs. Buyer shall pay (a) Buyer's share of prorations as determined in accordance with Section 3.13; (b) all document recording charges, and (c) all of Buyer's due diligence costs and expenses, unless Seller shall have caused the conditions in Section 3.8.2 A to occur after the Effective Date or did not disclose them by the provision of the above preliminary title report or in the materials referred to in Section 3.3.3..

3.9.3 Other Costs. All other costs, if any, shall be apportioned in the customary manner for real property transactions in the County where the Real Property is located.

3.10 Deposit of Documents and Funds by Seller. Not later than three (3) business day prior to the Closing Date, Seller shall deposit the following items into Escrow, each of which shall be duly executed and acknowledged by Seller where appropriate:

3.10.1 The Deeds;

3.10.2 A bill of sale for each location shall be in a form acceptable to Buyer.

3.10.3 An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 ("Certification") in a form acceptable to Buyer.

3.10.4 Other documents pertaining to Seller's authority to record the Deeds that may reasonably be required by Escrow Holder to close the Escrow in accordance with this Agreement.

3.11 Deposit of Documents and Funds by Buyer. Not later than one (1) business day prior to the Closing Date, Buyer shall deposit the following items into Escrow:

3.11.1 All documents as may reasonably be required by Escrow Holder to close the Escrow in accordance with this Agreement.

3.12 Delivery of Documents and Funds at Closing. Provided that all conditions to closing set forth in this Agreement have been satisfied or, as to any condition not satisfied, waived by the party intended to be benefited thereby, on the Closing Date Escrow Holder shall conduct the closing by recording or distributing the following documents and funds in the following manner:

3.12.1 Recorded Documents. Record the Deeds in the Official Records of the County in which the Real Property is located;

3.12.2 Buyer's Documents. Deliver to Buyer: (a) the original Buyer's Title Policy; (b) the original Bill of Sale; (c) the original Certification; (d) the original Form 593; and (e) a fully executed original of the General Assignment;

3.12.3 Purchase Price. Deliver to Seller the Cash Balance as defined in section 2.1 above

3.12.4 Information Reports. The "Reporting Person" within the meaning of Section 1.60454(e)(5) of the Regulations (the "Regulations") of the Internal Revenue Code (the "Code"), as may be amended from time to time with respect to the transactions contemplated by this Agreement shall be Escrow Holder. It is agreed that Escrow Holder is an eligible person under Section 1.60454(e)(5)(ii) of the Regulations. Escrow Holder hereby agrees to be responsible for complying with the reporting and other requirements of Section 6045(e) of the Code. Pursuant to the Regulations, the address for the transferor and transferee are as set forth for Seller and Buyer in this Agreement, and the identifying information regarding the real estate transferred is the legal description for the Property set forth in this Agreement. Escrow Holder agrees to file the form required by the Regulations between the end of the calendar year in which the Closing Date occurs and February 28 of the following calendar year. Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report and/or other information required to be delivered to the Internal Revenue Service pursuant to Section 6045(e) of the Code regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099S as such may be hereafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any Regulation now or hereafter promulgated by the Treasury Department with respect thereto.

3.13 Prorations and Adjustments. The following shall be prorated and adjusted between Seller and Buyer as of the Close of Escrow except as otherwise specified:

3.13.1 Operating Expenses. To the extent possible, all utilities and other services and any assumed contracts shall be put into Buyer's name as of the Close of Escrow so that no operating expense prorations are necessary. To the extent that this is not possible or does not occur, then subsequent to the Close of Escrow such items shall be prorated as of the Close of Escrow based on the actual number of days in that month.

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3.13.2 Taxes. All real property taxes and assessments, personal property taxes shall be prorated as of the Close of Escrow at 110% of 2015 taxes.

3.13.3 Basis of Proration/Adjustments. For purposes of calculating prorations, Buyer shall be deemed to be vested with title to the Property, and, therefore, entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Close of Escrow occurs. All prorations shall be based on a 365 day year and the actual number of days in the month. All prorations set forth herein shall be subject to adjustment outside of Escrow within sixty (60) days after the Close of Escrow to the extent new information becomes available to Buyer or Seller.

4. Improvement Assessment Liens: Subdivision and Development Bonds; Improvement Obligations; Seller's Obligations or Violations.

4.1 Assessment Liens. If and to the extent there exists any improvement assessment liens, Mello Roos bond payments or other similar assessments which encumber the Property, Buyer shall assume the obligation to pay any and all future installments of such bonds or assessment liens affecting the Property which accrue from and after the Close of Escrow. Any bond payments or assessment liens for the current payable period shall be prorated in accordance with Section 3.13 above and any past due and unpaid installments of such bonds or assessment liens shall be paid by Seller from the proceeds at the Close of Escrow. Seller shall have no obligation to pay the entire principal amount of any of such assessments or bonds.

4.2 Subdivision and Development Bonds. If and to the extent there exists in favor of governmental bodies or agencies or other third parties improvement bonds ("Bonds") which insure the completion of off-site and on-site public improvements relating to the Property, the payment of all labor and materials relating to such improvements or the performance of the parties constructing such improvements, Buyer shall provide replacement bonds for the Bonds and Buyer shall be obligated to perform as required by the Bonds and/or any replacement bonds and to perform any and all work required to be performed by the obligee(s) thereunder on or after the Close of Escrow, and shall indemnify and defend Seller for and against, and hold Seller harmless from, any claims which may be made by the obligee(s) or the bonding company for recovery of the Bonds and/or any replacement bonds or the completion of such work required to be performed on or after the Close of Escrow. Seller shall indemnify and defend Buyer from and against and hold Buyer harmless from, any claims which may be made by the obligee(s) or the bonding company for recovery of the Bonds and/or any replacement bonds or the completion of work required to be performed prior to the Close of Escrow.

4.3 Improvement Obligations. Buyer's Obligations. In connection with the purchase of the Property, Buyer shall assume all improvement obligations relating to the Real Property required to be performed after the Close of Escrow, whether or not such agreements are of record with respect to the Property. Seller's Obligations. As to all Improvement Obligations required to be performed before the Close of Escrow or as a result of Obligations or Violations which occurred prior to the Close of Escrow, Seller shall be responsible for all such Obligations or Violations and the costs of any uncompleted Obligations or unpaid Violations shall be paid by Seller from the proceeds at the Close of Escrow.

4.4 Seller shall provide within 5 business days of the Effective Date a written list of all Seller's Obligations or Violations that currently exist and are unpaid or unperformed.

5. Commissions

Buyer and Seller each represent and warrant to the other that there are no commissions, finder's fees or brokerage fees arising out of the transactions contemplated by this Agreement. Buyer shall indemnify and hold Seller harmless from and against any and all liabilities, claims, demands, damages, costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in connection with claims for any such commissions, finders' fees or brokerage fees arising out of Buyer's conduct or the inaccuracy of the foregoing representation and/or warranty of Buyer. Seller shall indemnify and hold Buyer harmless from and against any and all liabilities, claims, demands, costs and expenses, including, without limitation, reasonable attorneys' fees and costs in connection with claims for any such commissions, finders' fees or brokerage fees arising out of Seller's conduct or the inaccuracy of the foregoing representation and/or warranty of Seller. Such indemnity shall survive the close of escrow and shall not be merged with any Deed.

6. Damage or Destruction; Condemnation

6.1 Uniform Act. This Agreement shall be governed by the Uniform Vendor and Buyer Risk Act as supplemented by this Section 6. For purposes of the Act, (a) a taking by eminent domain of a portion of the Property shall be deemed to affect a "material part" of the Property if the estimated value of the portion of the Property taken exceeds five percent (5%) of the Purchase Price, and (b) the destruction of a "material part" of the Property shall be deemed to mean an insured or uninsured casualty to the Property following Buyer's inspection of the Property and prior to the Close of Escrow having an estimated cost of repair which equals or exceeds five percent (5%) of the Purchase Price.

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6.2 Definitions. The phrase "estimated value" shall mean an estimate obtained from a M.A.I. appraiser, who has at least five (5) years' experience evaluating property located in the County where the Real Property is located, similar in nature and function to that of the Property, selected by Seller and approved by Buyer, and the phrase "estimated cost of repair" shall mean an estimate obtained from an independent contractor selected by Seller and approved by Buyer. Buyer shall not unreasonably withhold, condition or delay Buyer's approval under this Section.

6.3 Notice; Credit to Buyer. Buyer shall have the right to terminate this Agreement if all or a material part of the Property is destroyed without fault of Buyer or a material part of the Property is taken by eminent domain. Buyer shall give written notice of Buyer's election to terminate this Agreement under the Act within five (5) business days after Buyer first learns of any damage to or condemnation of the Property which entitles Buyer to terminate this Agreement. If Buyer does not give such notice, then this Agreement shall remain in full force and effect and there shall be no reduction in the Purchase Price, but Seller shall, at Close of Escrow, assign to Buyer (a) any insurance proceeds payable with respect to such damage; or (b) the entire award payable with respect to such condemnation proceeding, whichever is applicable.

7. Seller's Representations and Warranties.

Seller makes the following representations and warranties which shall be true and correct as of the Close of Escrow and which shall survive the Close of Escrow and not be merged with any Deed. If prior to the Close of Escrow, Seller gives Buyer written notice of any facts or circumstances beyond the reasonable control of Seller which would render any such representations or warranties untrue as of the Close of Escrow, Buyer's sole right (without any waiver of Seller's Obligations as set forth in ¶ 4.3 or unless Seller shall have caused the conditions in Section 3.8.2 A to occur after the Effective Date or did not disclose them by the provision of the above preliminary title report or in the materials referred to in Section 3.3.3.) shall be to waive such representation and warranty and proceed with the Close of Escrow or terminate this Agreement and cancel the Escrow, in which case Escrow cancellation fees shall be paid by Seller and the Deposit shall be returned to Buyer.

7.1 Seller is duly organized, validly existing, and in good standing under the laws of the state of its formation; and

7.2 Seller has the full power and authority to execute, deliver and perform its obligations under this Agreement.

7.3 Neither the execution or delivery of this Agreement, nor the consummation of the transaction contemplated herein, will conflict with, or constitute or result in a breach of, any contract, license or undertaking to which Seller is a party or by which the Property is bound, resulting in the creation of any lien or encumbrance upon the Property.

7.4 To the best of Seller's knowledge, there are no condemnation or eminent domain proceedings pending or threatened with respect to the Property, and to the best of Seller's knowledge there are no facts or conditions with respect to the Property which might give rise to such action or proceeding.

7.5 To the best of Seller's Knowledge, Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders")

7.6 Neither Seller nor, to Seller's knowledge, any beneficial owner of Seller (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists") or (b) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (c) is owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

7.7 There are no Seller Obligations as described in Sections 4.3 and 4.4 above other than those to be disclosed pursuant to Section 4.4.

7.8 This Agreement and the Property are not subject to any fuel supply or branding agreements or requirements other than that with Lake Shore Petroleum LLC, or if they are, then Seller will provide written releases of any and all such other fuel supply and/or branding agreements prior to the Closing.

8. Buyer's Representations and Warranties.

Buyer makes the following representations and warranties which shall be true and correct at the Close of Escrow and shall survive the Close of Escrow.

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8.1 Buyer is duly organized, validly existing, and in good standing under the laws of the state of its formation; and

8.2 Buyer has the full power and authority to execute, deliver and perform Buyer's obligations under this Agreement.

8.3 Neither the execution or delivery of this Agreement, nor the consummation of the transaction contemplated herein, will conflict with, or constitute or result in a breach of, any contract, license or undertaking to which Buyer is a party.

8.4 To the best of Buyer's Knowledge, Buyer in compliance with the Orders.

8.5 Neither Buyer nor, to Buyer's knowledge, any beneficial owner of Buyer (a) is listed on the Lists or (b) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (c) is owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

9. Governmental Approvals

Nothing contained in this Agreement shall be construed as authorizing Buyer to apply for a zone change, variance, subdivision maps, lot line adjustment or other discretionary governmental act, approval or permit with respect to the Property prior to the Close of Escrow, and Buyer agrees not to do so without Seller's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed so long as such action will not result in any cost or liability to Seller and will not become binding on Seller or bind the Property until after the Close of Escrow. Buyer agrees not to submit any reports, studies or other documents, including, without limitation, plans and specifications, impact statements for water, sewage, drainage or traffic, environmental review forms, or energy conservation checklists to any governmental agency, or any amendment or modification to any such instruments or documents prior to the Close of Escrow unless first approved by Seller, which approval shall not be unreasonably withheld, conditioned or delayed so long as such action will not result in any cost or liability to Seller and will not become binding on Seller or bind the Property until after the Close of Escrow. Once Buyer has approved the Property in its sole discretion pursuant to Section 3 of this Agreement, Buyer's obtaining any variances, zoning amendments, subdivision maps, lot line adjustment, or other discretionary governmental act, approval or permit will not be a condition precedent to its obligations under this Agreement.

10. Indemnification.

Buyer shall indemnify, defend, protect and hold harmless Seller and Seller's parent company and their respective affiliates, subsidiaries, directors, officers, participants, employees, consultants and agents, from and against any and all damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees and costs) and claims therefor (collectively, "**Claims**"), whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arise from or be related to Buyer's activities on or the ownership of, the Property. Buyer's obligations hereunder shall survive the Close of Escrow and shall not be merged with any Deed.

Seller shall indemnify, defend, protect and hold Buyer and Buyer's parent company and their respective affiliates, subsidiaries, directors, officers, participants, employees, consultants and agents, from and against any and all damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees and costs) and claims therefor (collectively, "**Claims**"), whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arise from or be related to Seller's activities on or the ownership of, the Property. Seller's obligations hereunder shall survive the Close of Escrow and shall not be merged with any Deed.

11. Default

11.1 Seller's Default. Default by Seller.

11.1.1 Pre-Closing Reps and Warranties. See Section 7 above.

11.1.2 Covenants. If Seller shall have materially failed to perform any of the Seller's covenants within the time contained herein, Buyer may as its sole remedy either (i) terminate Buyer's obligations under this Agreement by written notice to Seller and Escrow Holder, in which event the Deposit shall be returned to Buyer or (ii) obtain specific performance of this Agreement, provided that Buyer is ready, willing and able to purchase the Property on the Close of Escrow and such ability is evidenced by the delivery of the Purchase Price to Escrow Holder or delivery of a commitment from Buyer's lender to fund the Purchase Price on the Close of Escrow.

12. Waiver of Trial by Jury.

Seller and Buyer, to the extent they may legally do so, hereby expressly waive any right to trial by jury of any claim, demand, action, cause of action, or proceeding arising under or with respect to this Agreement, or in any way connected with, or related to, or incidental to, the dealings of the parties hereto with respect to this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort, or otherwise. To the extent they may legally do so, Seller and Buyer hereby agree that any such claim, demand, action, cause of action, or proceeding shall be decided by a court trial without a jury and that any party hereto may file an original counterpart or a copy of this section with any court as written evidence of the consent of the other party or parties hereto to waiver of its or their right to trial by jury.

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13. Costs and Expenses.

The prevailing Party shall be entitled to an award against the other Party of all reasonable costs and expenses (including reasonable attorney's fees and costs) incurred by or imposed upon the prevailing Party, with or without the institution of any action or proceeding, to enforce its rights under this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, including any bankruptcy, insolvency or appellate proceedings, in addition to any other relief awarded by the court.

14. Notices.

All notices or other communications required under this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered or sent via an overnight courier service with charges prepaid or by E-mail or Facsimile so long as the items are concurrently sent via overnight courier. Notices shall be deemed received upon the earlier of: (a) if delivered personally or via overnight courier, the date of delivery, or (b) if mailed, upon the date of receipt as disclosed on the return receipt or (c) if sent by Facsimile or E-mail, the date of transmission (so long as concurrently sent by overnight courier). All notices to Seller, Buyer and Escrow Holder shall be sent to such party's address as set forth in the Summary. The foregoing addresses may be changed by written notice given in accordance with this Section. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday.

15. Amendment; Complete Agreement.

All amendments and supplements to this Agreement must be in writing and executed by Buyer and Seller. This Agreement contains the entire agreement and understanding between Buyer and Seller concerning the subject matter of this Agreement and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, made by Buyer or Seller concerning the Property or the other matters which are the subject of this Agreement.

16. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois with venue for any lawsuit to be solely in the Eighteenth Judicial Circuit Court of the State of Illinois, Wheaton, IL.

17. Severability.

If any provision of this Agreement or application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement (including the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

18. Counterparts, Headings, and Defined Terms.

This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one agreement. The headings to sections of this Agreement are for convenient reference only and shall not be used in interpreting this Agreement.

19. Time of the Essence.

Time is of the essence of this Agreement.

20. Waiver.

No waiver by Buyer or Seller of any of the terms or conditions of this Agreement or any of their respective rights under this Agreement shall be effective unless such waiver is in writing and signed by the party charged with the waiver.

21. Third Parties.

This Agreement is entered into for the sole benefit of Buyer and Seller and their respective permitted successors and assigns. No party other than Buyer and Seller and such permitted successors and assigns shall have any right of action under or rights or remedies by reason of this Agreement.

22. Additional Documents.

Each party agrees to perform any further acts and to execute and deliver such further documents which may be reasonably necessary to carry out the terms of this Agreement.

23. Independent Counsel.

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Buyer and Seller each acknowledge that: (i) they have been represented by independent counsel in connection with this Agreement; (ii) they have executed this Agreement with the advice of such counsel; and (iii) this Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel. THE UNDERSIGNED FURTHER DECLARE AND REPRESENT that all Parties to this Agreement have had every opportunity to participate substantially in the negotiation and drafting of this Agreement, and each Party hereby disclaims any defense or assertion that any ambiguity herein should be construed against any Party.

24. Assignment.

Buyer may assign this Agreement without Seller's consent so long as Buyer provides notice of such assignment no later than 2 business days prior to the Close of Escrow so that all closing documents can be modified to reflect such assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

26. Exhibits. Each reference to a Section or Exhibit in this Agreement shall mean the sections of this Agreement and the exhibits attached to this Agreement, unless the context requires otherwise. Each such exhibit is incorporated herein by this reference.

27. Duty of Confidentiality.

28. Buyer and Seller represent and warrant that each shall keep all information and/or reports obtained from the other, or related to or connected with the Property, the other party, or this transaction, including the terms of this Agreement, confidential and will not disclose any such information to any person or entity, with the exception of the officers, directors, employees, partners, agents, consultants, attorneys or lenders of such party as necessary to carry out the terms of this Agreement or as may otherwise be required by law. If request for disclosure is made for the Agreement by any regulatory body or court having jurisdiction over the disclosing party via subpoena or otherwise, the disclosing party shall give prompt notice to the other party of the requested disclosure so that the non-disclosing party may, at its option, seek a protective order or other device designed to prevent or limit the disclosure.

29. Survival.

Except as specifically set forth in this Agreement, the representations, warranties or indemnities set forth herein shall survive the Close of Escrow for a period of six (6) months, other than the indemnities set forth in Section 5 which shall survive indefinitely.

30. Tax-Deferred Exchange

Either party shall be permitted to assign its obligations under this Agreement to an intermediary for the purpose of effectuating a tax-deferred exchange, so long as such assignment shall not (a) delay or extend the Closing Date, or (b) require the other party to assume any additional obligations, incur any out-of-pocket expenses, or take title to any other property. Neither party shall be, in any way, responsible or liable for the tax or other consequences of the tax-deferred exchange (or attempted tax-deferred exchange) effected by the other party.

31. No Effect Until Mutual Execution and Delivery.

The preparation and/or delivery of unsigned drafts of this Agreement shall not create any legally binding rights in the Property and/or obligations of the parties, and Buyer and Seller acknowledge that this Agreement shall be of no effect until it is duly executed and delivered by both Buyer and Seller. Once this Agreement is duly executed and delivered by both Buyer and Seller, Seller shall have no right to continue to market the Property and/or to negotiate with other potential Buyers of the Property and shall immediately cease doing so.

[The next page is the signature page.]

EA

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IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first above written.

SELLER:

SANDHU DECATUR LLC - BARRINGTON

By: [Signature]
Harjinder Singh, Member

And

SANDHU PETROLEUM CORPORATION NUMBER 2

By: [Signature]
Harjinder Singh, Member

And

SMHR HOLDING COMPANY LLC

By: [Signature]
Harjinder Singh, Member

And

HAWTHORN PROPERTIES LLC

By: [Signature]
Harjinder Singh, Manager

And

Harjinder Singh Sandhu, Individually

By: [Signature]
Harjinder Singh Sandhu

BUYER:

Kapil Singh Ahuja or Assignees

By: [Signature]
Kapil Singh Ahuja

ESCROW HOLDER HEREBY ACKNOWLEDGES
RECEIPT OF THIS AGREEMENT AND AGREES TO
ACT IN ACCORDANCE WITH THE INSTRUCTIONS
CONTAINED HEREIN

Chicago Title

By: _____
Name: _____
Title: _____

AS EA

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EXHIBIT A TO AGREEMENT

PROPERTY:

1.

LOTS 3 AND 4 (EXCEPT THE EAST 25.07 FEET THEREOF) IN LIBERTY SQUARE ADDITION TO BARRINGTON, BEING A SUBDIVISION OF BLOCK "I" IN THE TOWN OF CUBA, NOW BARRINGTON, IN SECTION 36, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11 1927, AS DOCUMENT 301929, IN BOOK "R" OF PLATS, PAGE 84, IN LAKE COUNTY, ILLINOIS

Permanent Real Estate Index Number: 13-36-308-007-0000

Address of Release Estate: 301 North Hough Street
Barrington, IL 60010

2.

LOTS 1, 2, 3 AND 4 IN BLOCK 28 IN S.E. GROSS' SUBDIVISION OF BLOCK 27 TO 42 BOTH INCLUSIVE IN DAUPHEN PARK SECOND ADDITION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 25-03-200-045-0000

Address: 401 E. 87th Street, Chicago, IL

The West 100 feet of Lots 12, 13, 14 and 15 (except that part lying West of a line 50 feet East of and parallel with the West line of Section 28) in Block 12 in West Pullman subdivision of the West 1/2 of NorthEast 1/4 and the North West 1/4 of Section 28, township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

PERMANENT INDEX NUMBER 25-28-100-011-0000
Mailing Address: 11957 S. Halsted, Chicago, IL.

3.

4.

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LOT "C" IN WESTWOOD, BEING MILLS AND SONS SUBDIVISION IN THE WEST 1/2 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 12-25-316-111-0000

Address: 7750 W. Grand Avenue, Elmwood Park, IL

Property of Cook County Clerk's Office

AFFIDAVIT FOR RECORDER'S LABELING OF SIGNATURES AS COPIES

REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013

Kevin K McQuillan, being duly sworn, state that I have access to the copies of the attached
(print name above)

document(s), for which I am listing the type(s) of document(s) below:

Agreement Of Purchase And Sale
(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

Sandhu Deoatari, etal
(print name(s) of executor/grantor)

Kapil Ahuja
(print name(s) of executor/grantee)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

Attorney Per Grantee
(print your relationship to the document(s) on the above line)

OATH REGARDING ORIGINAL

I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

Kevin K McQuillan
Affiant's Signature Above

12/8/16
Date Affidavit Executed/Signed

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

12/8/16
Date Document Subscribed & Sworn Before Me
Emackel
Signature of Notary Public



SPECIAL NOTE: This is a courtesy form from the CCRD, and while a similar affidavit is necessary for photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document. Additionally, any customer seeking to record a facsimile or other photographic or photostatic copy of a signature of parties who had executed such a document has the option to include this Affidavit in the recording, at their own expense if such expense is incurred, as an "EXHIBIT" and NOT the coverpage. However, this affidavit is NOT required to be recorded, only presented to the CCRD as the necessary proof required before the recorder may record such a document. Finally, the recorded document WILL be stamped/labeled as a copy by the CCRD prior to its recording.