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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/07/2017 09:11 AM PG: 1 OF 16

**RECORDING COVER PAGE**

This page added for the purpose of affixing recording information.

**ARTICLES OF AGREEMENT FOR DEED**

**Between**

**AZSPE, LLC**

**and**

**HAWTHORN PROPERTIES, LLC**

**DOCUMENT TYPE: Articles of Agreement for Deed**

**PERMANENT INDEX NUMBER(S): 02-24-106-007-0000**

**COMMON ADDRESS: 850 East Northwest Highway, Palatine, Cook County, Illinois**

Prepared By and Mail To:

Charles J. Corrigan, Esq.  
DOMMERMUTH, COBINE, WEST, GENSLER, PHILIPCHUCK,  
CORRIGAN & BERNHARD, LTD.  
111 East Jefferson Avenue  
Naperville, Illinois 60540

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**LEGAL DESCRIPTION**

LOT 3 IN WILLOW CREEK, BEING A SUBDIVISION OF PART OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 02-24-106-007-0000

Address: 850 E. Northwest Highway, Palatine, IL

Property of Cook County Clerk's Office

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## ARTICLES OF AGREEMENT FOR DEED

These Articles of Agreement for Deed (the "Agreement") are entered into this 20 day of March, 2015 ("Execution Date"), by and between AZ SPE, LLC, an Illinois limited liability company ("Seller"), and Hawthorn Properties, LLC, an Illinois limited liability company ("Purchaser"). In conjunction with the execution of this Agreement, Seller has paid Two Million, Two Hundred Fifty Thousand and 00/100 Dollars (\$2,250,000.00), plus additional sums, including but not limited to closing costs, unpaid real estate taxes due and owing now and those due in the future over the duration of this agreement and attorneys' fees (the "Advance") on behalf of Purchaser. Seller desires to sell the Properties (as defined hereinafter) to Purchaser pursuant to the terms of this Agreement. In conjunction with the execution of this Agreement, Purchaser and Seller have entered into an agreement governing the Advance (the "Advance Agreement").

### WITNESSETH

WHEREAS, Seller agrees to sell to Purchaser, at a purchase price equal to Seven and Three Tenths Percent (7.3%) of the Advance plus a finance charge in the amount of Five Hundred Thousand and 00/100 Dollars (the "Finance Charge" and collectively with the Advance, the "Indebtedness"), but in no event less than Fifty Percent (50%) of the proceeds resulting from Purchaser's sale of the 1225 Palatine Property (as defined hereinafter) to a third party purchaser (the "1225 Palatine Purchase Price"), the real property commonly known as 1225 West Northwest Highway, Palatine, Illinois (Parcel Identification Number 02-16-102-001-0000), as more fully described in Exhibit A attached hereto and made a part hereof, all Fixtures (as defined hereinafter) and Personal Property (as defined hereinafter) located thereon, and all appurtenant rights thereto (the "1225 Palatine Property"); and

WHEREAS, Seller agrees to sell to Purchaser, at a purchase price equal to Eight and Three Tenths Percent (8.3%) of the Indebtedness, but in no event less than Fifty Percent (50%) of the proceeds resulting from Purchaser's sale of the Elmwood Park Property (as defined hereinafter) to a third party purchaser (the "Elmwood Park Purchase Price"), the real property commonly known as 7750 West Grand Avenue, Elmwood Park, Illinois (Parcel Identification Number 12-25-316-1111-0000), as more fully described in Exhibit B attached hereto and made a part hereof, all Fixtures and Personal Property located thereon, and all appurtenant rights thereto (the "Elmwood Park Property"); and

WHEREAS, Seller agrees to sell to Purchaser, at a purchase price equal to Twelve and One Half Percent (12.5%) of the Indebtedness, but in no event less than Fifty Percent (50%) of the proceeds resulting from Purchaser's sale of the 87th Street Property (as defined hereinafter) to a third party purchaser (the "87th Street Purchase Price"), the real property commonly known as 401 East 87th Street, Chicago, Illinois (Parcel Identification Number 25-03-200-045-0000), as more fully described in Exhibit C attached hereto and made a part hereof, all Fixtures and Personal Property located thereon, and all appurtenant rights thereto (the "87th Street Property"); and

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WHEREAS, Seller agrees to sell to Purchaser, at a purchase price equal to Fourteen and Six Tenths Percent (14.6%) of the Indebtedness, but in no event less than Fifty Percent (50%) of the proceeds resulting from Purchaser's sale of the Barrington Property (as defined hereinafter) to a third party purchaser (the "Barrington Purchase Price"), the real property commonly known as 301 North Hough Street, Barrington, Illinois (Parcel Identification Number 13-36-308-007), as more fully described in Exhibit D attached hereto and made a part hereof, all Fixtures and Personal Property located thereon, and all appurtenant rights thereto (the "Barrington Property"); and

WHEREAS, Seller agrees to sell to Purchaser, at a purchase price equal to Twelve and One Half Percent (12.5%) of the Indebtedness, but in no event less than Fifty Percent (50%) of the proceeds resulting from Purchaser's sale of the Western Property (as defined hereinafter) to a third party purchaser (the "Western Purchase Price"), the real property commonly known as 225 North Western Avenue, Chicago, Illinois (Parcel Identification Numbers 17-07-312-001-0000, 17-07-312-002-0000 and 17-07-312-038-0000), as more fully described in Exhibit E attached hereto and made a part hereof, all Fixtures and Personal Property located thereon, and all appurtenant rights thereto (the "Western Property"); and

WHEREAS, Seller agrees to sell to Purchaser, at a purchase price equal to Seven and Three Tenths Percent (7.3%) of the Indebtedness, but in no event less than Fifty Percent (50%) of the proceeds resulting from Purchaser's sale of the 850 Palatine Property (as defined hereinafter) to a third party purchaser (the "850 Palatine Purchase Price"), the real property commonly known as 850 East Northwest Highway, Palatine, Illinois (Parcel Identification Number 02-24-106-007-0000), as more fully described in Exhibit F attached hereto and made a part hereof, all Fixtures and Personal Property located thereon, and all appurtenant rights thereto (the "850 Palatine Property"); and

WHEREAS, Seller agrees to sell to Purchaser, at a purchase price equal to Ten and Four Tenths Percent (10.4%) of the Indebtedness, but in no event less than Fifty Percent (50%) of the proceeds resulting from Purchaser's sale of the Forsyth Property (as defined hereinafter) to a third party purchaser (the "Forsyth Purchase Price"), the real property commonly known as 104 Route 51, Forsyth, Illinois (Parcel Identification Number 07-07-14-101-027), as more fully described in Exhibit G attached hereto and made a part hereof, all Fixtures and Personal Property located thereon, and all appurtenant rights thereto (the "Forsyth Property"); and

WHEREAS, Seller agrees to sell to Purchaser, at the purchase price equal to Sixteen and Seven Tenths Percent (16.7%) of the Indebtedness, but in no event less than Fifty Percent (50%) of the proceeds resulting from Purchaser's sale of the Wyckles Property (as defined hereinafter) to a third party purchaser (the "Wyckles Purchase Price"), the real property commonly known as 355 North Wyckles Road, Decatur, Illinois (Parcel Identification Number 06-11-13-226-012), as more fully described in Exhibit H attached hereto and made a part hereof, all Fixtures and Personal Property located thereon, and all appurtenant rights thereto (the "Wyckles Property"); and

WHEREAS, Seller agrees to sell to Purchaser, at a purchase price equal to Ten and Four Tenths Percent (10.4%) of the Indebtedness, but in no event less than Fifty Percent (50%) of the

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proceeds resulting from Purchaser's sale of the Borchers Property (as defined hereinafter) to a third party purchaser (the "Borchers Purchase Price" and, collectively with the 1225 Palatine Property, the Elmwood Park Property, the 87th Street Property, the Barrington Property, the Western Property, the Gridley Property, the 850 Palatine Property, the Forsyth Property and the Wyckles Property, the "Purchase Prices" or the "Total Purchase Price" and each being a "Purchase Price"), the real property commonly known as 1250 Southside Drive, Decatur, Illinois (Parcel Identification Number 04-12-21-427-003), as more fully described in Exhibit I attached hereto and made a part hereof, all Fixtures and Personal Property located thereon, and all appurtenant rights thereto (the "Borchers Property" and, collectively with the 1225 Palatine Property, the Elmwood Park Property, the 87th Street Property, the Barrington Property, the Western Property, the 850 Palatine Property, the Forsyth Property and the Wyckles Property, the "Properties" and each being a "Property"); and

WHEREAS, Purchaser agrees to purchase the 1225 Palatine Property from Seller under the terms hereinafter set forth; and

WHEREAS, Purchaser agrees to purchase the Elmwood Park Property from Seller under the terms hereinafter set forth; and

WHEREAS, Purchaser agrees to purchase the 87th Street Property from Seller under the terms hereinafter set forth; and

WHEREAS, Purchaser agrees to purchase the Barrington Property from Seller under the terms hereinafter set forth; and

WHEREAS, Purchaser agrees to purchase the Western Property from Seller under the terms hereinafter set forth; and

WHEREAS, Purchaser agrees to purchase the 850 Palatine Property from Seller under the terms hereinafter set forth; and

WHEREAS, Purchaser agrees to purchase the Forsyth Property from Seller under the terms hereinafter set forth; and

WHEREAS, Purchaser agrees to purchase the Wyckles Property from Seller under the terms hereinafter set forth; and

WHEREAS, Purchaser agrees to purchase the Borchers Property from Seller under the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants hereinafter contained, the parties, intending to be legally bound, agree as follows:

1. Advance Agreement. Purchaser and Seller acknowledge that the terms of the Advance Agreement are incorporated into this Agreement as though fully set forth herein.

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2. **Deeds.** If Purchaser shall first tender to Seller the Purchase Price for the corresponding Property and perform all of the covenants and agreements contained in this Agreement required to be made and performed by said Purchaser, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Purchaser, or its nominee, by a recordable special warranty deed (each a "Deed" and collectively, the "Deeds") with release of homestead rights, good title to each Property as the corresponding Purchase Price is paid, subject only to the following "Permitted Exceptions," if any: (i) general real estate taxes not yet due and payable, (ii) special assessments confirmed after the Execution Date, (iii) leases or contracts for deed entered into by Purchaser, (iv) building, building line and use of occupancy restrictions, conditions and covenants of records, (v) zoning laws and ordinances, (vi) easements for public utilities, (vii) drainage ditches, feeders, laterals and drain title, pipe or other conduit, (viii) party walls, party wall rights and party wall agreements, (ix) leases entered into by Seller, (x) existing fuel supply agreements and (xi) covenants, conditions and restrictions of record.

3. **Purchase.** Purchaser hereby covenants and agrees to pay to Seller, or to such other person as Seller may designate in writing, the Indebtedness including additional advances made after the Effective Date needed to maintain or make operational any of the Properties and a finance charge, all payable in the following manner:

(a) On the first day of each month following the Execution Date, beginning on April 1, 2015, through and including the first day of the Twelfth month following the Execution Date, Purchaser shall tender to Seller a finance charge in an amount equal to one percent (1%) of the total Indebtedness, including additional advances (the "First Year Monthly Payment"). Beginning on the first day of the thirteenth month following the Execution Date, and continuing on the first day of each month during the Term (as defined hereinafter) and Renewal Term (as defined hereinafter), Purchaser shall tender to Seller a finance charge in an amount equal to one percent (1%) of the then outstanding Indebtedness (the "Continuing Monthly Payment"). The First Year Monthly Payment and the Continuing Monthly Payment (collectively, the "Monthly Payment") shall not be applied to the Indebtedness or to any of the Purchase Prices. The First Year Monthly Payment due on April 1, 2015 may be added to the Indebtedness in lieu of being paid on April 1, 2015.

(b) Upon a Purchaser's tender to Seller of an amount equal to a Purchase Price, Seller shall convey the respective Property to Purchaser, or its nominee, via a Deed. Purchaser may pre-pay the Purchase Price for any one Property, or more than one Property, at any time during the Term (as defined hereinafter), at which time Seller shall convey such Property to the Purchaser, or its nominee.

(c) Upon Purchaser's tender to Seller of an amount equal to the Indebtedness, Seller shall convey to Purchaser the remaining Properties not previously conveyed to Purchaser.

(d) Purchaser shall have a period of twenty-four (24) months following the Execution Date (the "Term") to purchase the Properties from Seller. Upon expiration of the Term, and provided that Purchaser is not otherwise in default of this Agreement,

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Seller shall renew the Term for one period of twelve (12) months (the "Renewal Term"). All subsequent renewals must be by written agreement of the parties hereto. Upon the expiration of the Term and any Renewal Term, Seller shall be entitled to retain any Properties not previously conveyed to Purchaser.

(e) The additional advances referenced in this paragraph include but are not limited to payment of property taxes, fuel supply, costs associated with any eviction of existing tenants, environment compliance charges including remediation, insurance, attorneys' fees.

4. Closings. The "Initial Closing" shall occur upon execution of this Agreement. Purchaser shall give Seller written notice of its intent to close on the purchase of any one or more of the Properties and, within thirty (30) business days of delivery of said notice Purchaser and Seller shall consummate the purchase and sale of said Property or Properties (collectively, the "Final Closings" and each a "Final Closing").

5. Possession. Possession of the Properties shall be tendered to Seller at the Initial Closing. However, the right to collect all revenues and rents from the Properties and the right to operate the Properties shall be granted to Purchaser immediately upon occurrence of the Initial Closing. Purchaser shall retain said rights during the entirety of the Term and any Renewal Term.

6. Management of Properties. During the Term of this Agreement, and during any Renewal Terms, Purchaser shall engage Purchaser's chosen nominee ("Property Manager"), and subject to Seller's approval which shall not be unreasonably withheld Property Manager shall serve as Purchaser's agent for management of the Properties upon the terms and conditions hereinafter set forth:

(a) Property Manager shall represent and manage the interests of Seller and Purchaser as landlord under any leases affecting the Properties. Property Manager's management responsibilities shall include the collection of all rents and other payments due from tenants at the Properties and the administration and enforcement of all maintenance, repair and other covenants under the terms of any leases affecting the Properties. Property Manager shall monitor the performance of all landlord obligations under any leases, make any expenditures Property Manager deems necessary or advisable with respect to operation of the Properties or administration of any leases, and take any actions Property Manager deems necessary or advisable with respect to the Properties.

(b) Property Manager shall collect all rentals, utility charges, common area charges, maintenance and insurance charges, real estate and personal property tax and assessment charges, and any and all other charges and income derived from the Property and Property Manager shall have the sole right to any such funds. Property Manager shall be responsible for the billing of all charges or other income due with respect from the Properties. Property Manager shall have the right to utilize whatever reasonable collection procedures Property Manager deems appropriate in order to collect any past-due rent or other charges or income from the Properties.

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(c) Subject to the written approval of the Seller, Property Manager shall negotiate and execute contracts with independent contractors for services relating to the Properties that Property Manager deems necessary or desirable and are not provided or performed by tenants under any leases.

(d) Property Manager shall negotiate and execute leases, subject to Seller's consent which is not to be unreasonably withheld, affecting the Properties containing terms deemed to be in the best interests of the Properties.

(e) Property Manager shall negotiate and execute contracts for the sale of the Properties to third parties, subject to Seller's consent which is not to be unreasonably withheld.

(f) Property Manager shall operate and maintain the Properties, or enforce the obligations of tenants under any leases, to comply in all material respects with and abide by all statutes, laws, rules, regulations, requirements, orders, notices, determinations and ordinances of any federal, state or local government and appropriate departments, commissions or boards with jurisdiction over the Properties, or any portion of the Properties, the requirements of any insurance companies covering any of the risks against which the Properties are insured, and the requirements of any agreements relating to the Properties of which Property Manager has notice (collectively, the "Requirements"). Property Manager shall promptly remedy any violations of any Requirements which come to Property Manager's attention. Property Manager shall have the right to contest the validity of any Requirements and to contest any alleged violations of any Requirements.

(g) To the extent it is not the responsibility of any tenant under any lease, Property Manager shall negotiate and execute, as appropriate, contracts for electricity, gas, fuel, water, telephone, rubbish removal, and other like utility services for the Properties as Property Manager deems prudent.

(h) Purchaser shall be responsible for and hold Seller harmless from any and all management fees due from time to time and any fees that remain outstanding at the Final Closing.

(i) Property Manager shall notify Seller in writing of:

(i) The receipt by Property Manager of any notice that the conditions of the Properties or any part of the Properties fails to meet the standards of, or is in violation of, any Requirements;

(ii) The receipt by Property Manager of any notice, demand or similar communication with respect to any material obligation of Seller regarding the Properties;



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(iii) The receipt by Property Manager of any summons, notice, demand or similar communication regarding any action of law or in equity or before any regulatory body in connection with the Properties; and

(iv) The receipt by Property Manager of notice of any lien in connection with the Properties.

(j) Insurance.

(i) Property Manager shall maintain commercial general liability and other insurance coverage required under any leases or as otherwise deemed appropriate by Property Manager, and shall name Seller as an additional insured party under owner's liability insurance policies. Seller shall cooperate with Property Manager with respect to procuring any necessary insurance policies and with respect to any claims which may arise under insurance policies. Property Manager shall to notify Seller immediately upon receiving notice of any loss, damage or injury.

(ii) Except as resulting from Seller's acts or omissions or breach of Paragraph 6 of this Agreement, Property Manager agrees to indemnify, defend and hold Seller harmless from and against any and all demands, claims, actions, causes of action, damages and injuries which shall arise out of, result from or otherwise be connected with any act of omission of Property Manager in the course of the performance of their duties hereunder, of from Property Manager's fraud, misrepresentation, negligence, willful misconduct or breach of any of the terms, provisions, promises, covenants or restrictions set forth in Paragraph 6 of this Agreement. Except as resulting from Property Manager's acts or omissions or breach of Paragraph 6 of this Agreement, Seller agrees to indemnify, defend and hold Property Manager and Purchaser harmless from and against any and all demands, claims, actions, causes of action, damages and injuries which shall arise out of, result from or otherwise be connected with any act of omission of Seller in the course of the performance of their duties hereunder, of from Seller's fraud, misrepresentation, negligence, willful misconduct or breach of any of the terms, provisions, promises, covenants or restrictions set forth in Paragraph 6 of this Agreement.

(iii) Seller and Property Manager shall each cooperate with and provide reasonable access to the Properties to representatives of insurance companies and insurance brokers or agents with respect to insurance which is in effect or for which application has been made. Seller and Property Manager shall each use their best efforts to comply with all requirements of insurers.

7. Mortgages. Seller shall not record or cause to be recorded against the Properties any mortgage, trust deed, or other security instrument.

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8. Title. At least five (5) days prior to a Final Closing, Purchaser shall obtain, at Purchaser's sole expense, a commitment issued by a title insurance company licensed to do business in Illinois, to issue title insurance policies in the amount of the Purchase Price for each Property, subject only to the Permitted Exceptions.

9. Affidavit of Title. Seller shall furnish to Purchaser, at the Final Closings, an Affidavit of Title for each Property, subject only to the Permitted Exceptions. At the Final Closings, both Seller and Purchaser shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance.

10. Prorations. Insurance premiums, general real estate taxes, assessments and water and other utilities shall not be prorated. During the Term and any Renewal Terms, Purchaser shall pay all insurance premiums, general real estate taxes, assessments and water and other utilities pertaining to the Properties.

11. Escrow Closing. At the election of Purchaser, upon notice to Seller of not less than five (5) business days and not more than thirty (30) business days prior to a Final Closing, the transactions contemplated in this Agreement shall be made through escrow with a title company licensed to do business in Illinois in accordance with the general provisions of an escrow trust covering articles of agreement for deed consistent with the terms of this Agreement. Including but not limited to, the cost of the escrow, title insurance, transfer taxes, state, county and municipal transfer taxes, title fees, Seller's attorney's fees, and other Seller costs shall be paid by Purchaser.

12. Purchaser to Maintain. Purchaser shall keep the improvements on the Properties in as good repair and condition as they are in on the Execution Date, ordinary wear and tear excepted. Purchaser shall make all necessary repairs and renewals upon the Properties including, by way of example and not of limitation, interior and exterior painting and decorating, window glass, heating, ventilating and air conditioning equipment, plumbing and electrical systems and fixtures, roof, and masonry.

13. Fixtures, Equipment and Personal Property. At the time of delivery of possession of the Properties to Purchaser, Purchaser shall also receive possession of any fixtures and attachments permanently affixed to the Properties ("Fixtures") as well as any equipment, personal property, inventory and other items not permanently affixed to the Properties ("Personal Property"), except any Personal Property acquired by Seller subsequent to the initial closing that Seller in its sole determination elects to be excluded from the Final Closing.

14. Performance.

(a) If Purchaser (i) defaults by failing to pay when due any Monthly Payment and such default is not cured within fifteen (15) days written notice to Purchaser; or (ii) default in the performance of any other covenant or agreement contained herein and such default is not cured within fifteen (15) days written notice to Purchaser, Seller may treat such default as a breach of this Agreement and Seller shall have the option to declare this

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Agreement null and void. Notwithstanding the foregoing, in the event of a default, Purchaser shall have forty-five (45) days from receipt of written notice of default from Seller to Purchase any of the Properties by tendering to Seller the respective Purchase Price.

(b) If Purchaser's default is based upon a failure to pay taxes, assessments, insurance or liens, Seller may elect to make such payments and add the amount to the Total Purchase Price.

(c) Purchaser or Seller shall pay all reasonable attorneys' fees and costs incurred by the other in enforcing the terms and provisions of this Agreement and in defending any proceeding to which Purchaser or Seller is/are made a party as a result of the acts or omissions of the other party.

(d) All rights and remedies given to Purchaser or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law unless specifically waived in this Agreement. No waiver of any breach of default of any party hereunder shall be implied from any omission by any other party to take any action on account of any similar or different breach or default.

15. Notices. Any and all notices, requests, demands or other communications hereunder shall be in writing and shall be deemed properly served (i) on the date sent if transmitted by hand delivery with receipt thereof, (ii) on the date sent if transmitted by facsimile or electronic mail, (iii) on the day after the notice is deposited with an overnight courier, or (iv) two days after the notice is deposited with the United States Postal Service being sent by registered or certified mail, return receipt requested, first class postage prepaid, addressed as follows (or to such new address as the addressee of such communication may have notified the sender thereof):

Purchaser:                      Attention: Harjinder Singh  
    140 Hawthorne Road  
    Barrington Hills, Illinois 60010

with copy to:                      Patrick M. Jones (pjones@stahlcowen.com)  
    Lauane C. Addis (laddis@stahlcowen.com)  
    Stahl Cowen Crowley Addis LLC  
    55 West Monroe Street, Suite 1200  
    Chicago, Illinois 60603  
    Phone: 312.641.0060  
    Fax: 312.641.6959

Seller:                                      Attention:  
    Ahmad Zahdan  
    12345 S. Keeler  
    Alsip, Illinois 60803

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with copy to: David Sweis  
Sweis Law Firm, P.C.  
2803 Butterfield Rd., Suite 170  
Oak Brook, IL 60523

16. Seller's Access. Seller may make or cause to be made reasonable entries upon and inspection of the Properties, provided that Seller shall give Purchaser notice prior to any such inspections specifying reasonable cause thereunder related to Seller's interest in the Properties.

17. Final Closing. Purchaser shall be entitled to delivery of the Deeds, Affidavits of Title, and Bills of Sale to the personal property to be transferred to Purchaser under this Agreement at any time upon payment of the amounts due hereunder in the form of cash, cashier's check, or certified check made payable to Seller, which amount shall be without premium or penalty. At the time of delivery of each Deed, Purchaser and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State or County law on the transfer of title to a Purchaser.

18. Recording. The parties hereto shall record this Agreement, or a memorandum hereof, at Purchaser's expense.

19. Brokers. Purchaser and Seller each represent and warrant that no real estate brokers were involved in the transactions contemplated by this Agreement.

20. Conditions Precedent. Seller's obligation to sell the Properties to Purchaser under the terms of this Agreement shall become effective upon entry of the Consent Foreclosure Decrees (as defined in the Advance Agreement).

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflict of laws principles thereof.

22. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and the respective successors and assigns.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties may sign and deliver this Agreement by mail, personal delivery, overnight courier, facsimile transmission or electronic mail with an attached scanned signature page. The signatories of this Agreement agree that delivery of this Agreement by mail, personal delivery, overnight courier, facsimile or electronic mail shall have the same force and effect as delivery of original signatures and that each party may use such signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

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24. Entire Agreement. This Agreement, along with the Advance Agreement and any exhibits to this Agreement and the Advance Agreement, as may be amended from time to time, contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Properties and is intended to be an integration of all prior negotiations and understandings. Purchaser, Seller and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained in this Agreement or the Advance Agreement. No change or modification to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. Each party reserves the right to waive any of the terms or conditions of this Agreement which are for their respective benefit and to consummate the transactions contemplated by this Agreement in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver must be in writing signed by the party for whose benefit the provision is being waived.

25. Severability. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

26. Waiver of Trial by Jury. The respective parties hereto shall and hereby do waive any right to a trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against any other party on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute.

27. Miscellaneous Provisions.

(a) The captions and headings contained in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

(b) All parties to this Agreement pledge their good faith efforts to act in a timely and reasonable manner to consummate the transactions contemplated herein.

(c) Time is of the essence with respect to each provision of this Agreement.

(d) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

(e) If any date herein set forth for the performance of any obligations of Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or Federal holiday for which financial institutions or post offices are generally closed in the state where the Properties are located.

*[Signatures to Follow]*

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03/19/2015 2:40 AM FAX 708-424-4244  
To: Page 4 of 4

SWIFT TEL  
2015-03-20 19:29:36 (GMT)

0002/0004  
13122687284 From: Swais Law Firm.

The parties hereto have executed this Agreement as of the day and year first written above.


**PURCHASER**

Hawthorn Properties, LLC,  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: Harjinder Singh  
Its: Manager  
Date: \_\_\_\_\_

**SELLER**

AZ SPE, LLC,  
an Illinois limited liability company

By:  \_\_\_\_\_  
Name: Ahmad Zabdan  
Its: Manager  
Date: 3/20/2015


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The parties hereto have executed this Agreement as of the day and year first written above.

## PURCHASER

Hawthorn Properties, LLC,  
an Illinois limited liability company

By: 

Name: Harjinder Singh

Its: Manager

Date: 8-20-2015

## SELLER

AZ SPE, LLC,  
an Illinois limited liability company

By: \_\_\_\_\_

Name: Ahmad Zahdan

Its: Manager

Date: \_\_\_\_\_

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## AFFIDAVIT FOR RECORDER'S LABELING OF SIGNATURES AS COPIES

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

I, Charles J. Corrigan, 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:

Articles of Agreement for Deed Between AZ SPE, LLC and HAWTHORN PROPERTIES, LLC;  
PIN # 02-24-106-007-0000; Address: 850 East Northwest Highway, Palatine, Cook County, Illinois  
(print document types on the above line)

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

AZ SPE, LLC  
(print name(s) of executor/grantor)

Hawthorn Properties, LLC  
(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

(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.

Charles J. Corrigan  
Affiant's Signature Above

2/6/17  
Date Affidavit Executed/Signed

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

February 6, 2017  
Date Document Subscribed & Sworn Before Me

Joellen M. Leavy  
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.