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This instrument prepared by and when recorded return to:

Jay Gitles, Esq. Seyfarth Shaw LLP 233 South Dearborn Street Suite 8000 Chicago, IL 60606

Parcel Identification Numbers (PINs): 14-17-220-001-00/0; 14-17-220-002-0000



Doc# 1806042055 Fee \$46.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/01/2018 02:07 PM PG: 1 OF 5

Above space for recorder's use

MEMORANDUM OF REPURCHASE RIGHTS

THIS MEMORANDUM OF REPURCHASE RIGHTS (this "Memorandum") is executed this 20 day of February, 2018 (the "Effective Date"), by and between SHERIDAN AND WILSON, LLC, a Delaware limited liability company ("Purchaser"), and COE REAL ESTATE PROPERTIES LLC, a Florida lim ted liability company ("Seller").

- Missouri limited liability company, and Seller are parties to that certain Purchase Agreement dated as of December 22, 2016 (the "Purchase Agreement"), according to which Seller agreed to sell, and Purchaser agreed to buy, certain property located in the City of Chicago, County of Cook, State of Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), on the terms and conditions set forth in the Purchase Agreement. Pursuant to that certain Special Warranty Deed dated February (20), 2018 and recorded on Marcho 1, 2018 as Document 1804042054 with the Cook County Recorder of Deeds, Seller conveyed the Property to Purchaser, in accordance with the Purchase Agreement.
- 2) Repurchase Rights. Under the terms of the Purchase Agreement, fo'io wing a sale of the Property from Seller to Purchaser, Seller shall have the right to repurchase the Property from Purchaser, on the terms and conditions set forth in the Purchase Agreement (the "Repurchase Right").
- 3) <u>Expiration</u>. Seller's Repurchase Rights shall expire upon the second anniversary of the Effective Date, if not terminated sooner according to the terms of the Purchase Agreement.
- 4) <u>Purpose; Incorporation of Purchase Agreement</u>. This Memorandum is a memorandum of the Repurchase Rights set forth in the Purchase Agreement. The purpose of this Memorandum is to give notice of Seller's Repurchase Rights, and all of the terms and conditions of the Purchase Agreement related to the Repurchase Rights are incorporated herein by reference as if they were fully set forth herein. In the event of any inconsistency between the terms of this

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Memorandum and the terms of the Purchase Agreement realtive to the Repurchase Rights, the terms of the Purchase Agreement relative to the Repurchase Rights shall prevail.

- Successor and Assigns. This Memorandum shall run with the Property and shall 5) bind and inure to the benefit of the Seller and Purchaser and their respective heirs, legal representatives, successors and assigns.
- 6) Counterparts. This Memorandum may be executed in multiple original counterparts, each of which shall be deemed an original, and all of which together shall and the remain.

 Observe of Column Clark's Office constitute one and the same instrument.

[The remainder of this page is intentionally blank. Signature pages follow.]

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IN WITNESS WHEREOF, Purchaser and Seller have caused this Memorandum to be duly executed as of the date first above written.

PURCHASER:

SHERIDAN & WILSON, LLC, a Delaware limited liability company

By: Sheridan & Wilson Developer, LLC, its Manager

By: CRG - Sheridan & Wilson Developer, LLC, its Manager

By: CRG Services Management, LLC, its

Manager -

By:

Christopher P. McKee, President

STATE OF

COUNTY OF

A CO A CC a I, the undersigned, a Notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Christopher P. McKee, personally known to me to be President of CRG Services Management, LLC, Manager of CRG Sheridan & Wilson Developer, LLC, Manager of Sheridan & Wilson Developer, LLC, Manager of Sheridan & Wilson, LLC, a Delaware limited liability company, and personally known 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 President he signed and delivered the said instrument 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 12 th day of February 2018.

Commission expires November 29

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SELLER:

COE REAL ESTATE PROPERTIES LLC,

a Florida limited liability company

By: Mark D. Coe, Managing Member

STATE OF !LLINOIS)

COUNTY OF COOK)

I, the undersigned, a Notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark D. Coe, personally known to me to be Managing Member of Coe Real Estate Properties LLC 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 Managing Mornber he signed and delivered the said instrument 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 February 2018.

Commission expires

07/15

20 19

Notary Public

OFFICIAL SEAL KAREN J SCOTT NOTARY PUBLIC - STATE OF ILLINOIS

MY COMMISSION EXPIRES:07/15/19

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EXHIBIT A LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

LOT 1 IN M. C. ANDERSON'S RESUBDIVISION OF LOT 1 IN RUFUS C. HALL'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN M. C. ANDERSON'S RESUBDIVISION OF LOT 1 IN RUFUS C. HALL'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORT! FAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

Permanent Index Numbers: 14-17-220-001-0000 and 14-17-220-002-0000

For informational purposes commonly referred to as: 4555 North Sheridan, Chicago, Illinois 60640;

1) She. previously known as 4557 North Sheridan, Chicago, Illinois 60640