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Doc# 1825416035 Fee \$48.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/11/2018 12:35 PM PG: 1 OF 6

OAKWOOD CHICAGO ASSOCIATES, LLC, ELMWOOD CHICAGO ASSOCIATES, LLC,  
LANDINGS CHICAGO ASSOCIATES, LLC AND WALLKILL CHICAGO ASSOCIATES, LLC,  
each a Delaware limited liability company, as tenants in common,

as Seller,

and

225 WEST RANDOLPH PARENT, L.L.C.,  
a Delaware limited liability company,

as Purchaser.

Location of Premises

County: Cook  
Street: West Randolph Street  
Address: 225 West Randolph Street

Property Identification Numbers: 17-09-443-001-0000; 17-09-443-002-0000; 17-09-443-003-0000; 17-09-443-004-0000; 17-09-443-005-0000; 17-09-444-016-0000; 17-09-444-020-0000; 17-09-444-034-0000

Prepared by, Record and Return To:

Duval & Stachenfeld, LLP  
555 Madison Avenue, 6<sup>th</sup> Floor  
New York, NY 10022  
Attention: Terri L. Adler, Esq., File No. 2009.2205

CCRD REVIEWER  6/18

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## MEMORANDUM OF SALE-PURCHASE AGREEMENT

THIS MEMORANDUM OF SALE-PURCHASE AGREEMENT (this "Memorandum"), made as of August 30, 2018, between OAKWOOD CHICAGO ASSOCIATES, LLC, ELMWOOD CHICAGO ASSOCIATES, LLC, LANDINGS CHICAGO ASSOCIATES, LLC AND WALLKILL CHICAGO ASSOCIATES, LLC, each a Delaware limited liability company, and each having an address c/o Kushner Companies, 666 Fifth Avenue, 15th Floor, New York, New York 10103, as tenants in common, on a joint and several basis (collectively, "Seller") and 225 WEST RANDOLPH PARENT, L.L.C., a limited liability company organized under the laws of the State of Delaware, having an office at c/o Angelo Gordon & Co., L.P., 245 Park Avenue, 24<sup>th</sup> Floor, New York, New York 10167 ("Purchaser").

1. Seller and Purchaser are parties to that certain Sale-Purchase Agreement dated as of the date hereof (the "Agreement"), covering certain parcels of land described in Schedule A annexed hereto and the improvements thereon.
2. The effective date of the Agreement is the date hereof.
3. The closing under the Agreement shall occur no later April 20, 2021, time being of the essence with respect to Seller's and Purchaser's obligations.
4. The Agreement and, therefore, this Memorandum shall automatically terminate upon the recording of a fully executed and acknowledged deed (with all recording fees having been paid), in the form attached to the Agreement, transferring fee simple title to the Premises from Seller to Purchaser in the Office of the Cook County Recorder of Deeds in Cook County, Illinois.
5. All of the terms, covenants and conditions of the Agreement are incorporated herein and made a part hereof (including, without limitation any obligations of Seller to refund to Purchaser all or any portion of the Downpayment (as such term is defined in the Agreement)), to the same extent as if the Agreement were fully set forth herein. The purpose of this Memorandum is to give notice of the existence of the Purchaser's rights created by the Agreement; and shall not be construed to vary or otherwise affect the rights or obligations of the parties under the Agreement as it may be amended. If any inconsistency shall exist between the Agreement and this Memorandum, the Agreement shall control. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The terms, covenants and conditions contained in this Memorandum shall be binding on and insure to the benefit of the parties hereto, and their respective successors and permitted assigns.


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PURCHASER:

225 WEST RANDOLPH PARENT, L.L.C.,  
a Delaware limited liability company

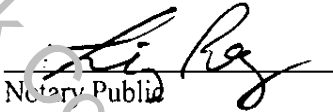
By: AG Real Estate Manager, Inc.  
a Delaware Corporation, its manager

By:   
Name: **Scott Glassberg**  
Title: **Vice President**

STATE OF (NEW YORK)  
) ss.:  
COUNTY OF (NEW YORK)

On the 22nd day of August, in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Glassberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

**LIZAME ROZON**  
Notary Public, State of New York  
No. 01RO6364008  
Qualified in New York County  
Commission Expires September 5, 2021

  
Notary Public

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WITNESS WHEREOF, this Memorandum has been duly executed by the parties hereto as of the date first written above.

Seller:

OAKWOOD CHICAGO ASSOCIATES, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Name: Laurent Morali  
Title: Authorized Signatory

ELMWOOD CHICAGO ASSOCIATES, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Name: Laurent Morali  
Title: Authorized Signatory

LANDINGS CHICAGO ASSOCIATES, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Name: Laurent Morali  
Title: Authorized Signatory

WALLKILL CHICAGO ASSOCIATES, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Name: Laurent Morali  
Title: Authorized Signatory

STATE OF New York  
COUNTY OF New York ) ss.:

On the 29<sup>th</sup> day of August in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Laurent Morali personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

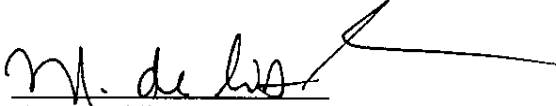
M. de los Santos  
Notary Public

MARTINA DE LOS SANTOS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01DE6324759  
Qualified in Bronx County  
My Commission Expires 05-11-2019

# UNOFFICIAL COPY

STATE OF New York  
COUNTY OF New York ) ss.:


On the 29<sup>th</sup> day of August in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Laurent Morel personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

MARTINA DE LOS SANTOS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01DE6324759  
Qualified in Bronx County  
My Commission Expires 05-11-2019

STATE OF New York  
COUNTY OF New York ) ss.:

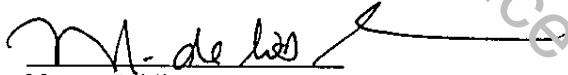
On the 29<sup>th</sup> day of August in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Laurent Morel personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

MARTINA DE LOS SANTOS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01DE6324759  
Qualified in Bronx County  
My Commission Expires 05-11-2019

STATE OF New York  
COUNTY OF New York ) ss.:

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Notary Public

MARTINA DE LOS SANTOS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01DE6324759  
Qualified in Bronx County  
My Commission Expires 05-11-2019

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SCHEDULE A  
TO MEMORANDUM OF PURCHASE AGREEMENT

Description of Land

Parcel 1:

Lots 2, 3 and 4 (except that part of Lot 2 dedicated for public alley by instrument recorded as Document Number 18928994) in Block 41 in original Town of Chicago in the southeast Quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

That part of vacated West Court Place lying South of and adjoining the South line of Lots 2, 3 and 4 and lying North of and adjoining the North line of Lot 6, all in Block 41 in original Town of Chicago aforesaid; lying North of and adjoining the North line of Sub-Lot 1 of Lot 5 and the North line of Sub-Lots 1, 2 and 3 of Lot 7, and lying West of and adjoining the East line of said Sub-Lot 3 of Lot 7 produced North 18 feet, all in block 41 in original Town of Chicago aforesaid, all in Cook County, Illinois.

COOK COUNTY  
RECORDER OF DEEDS

Property of Cook County Clerk's Office