

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 03/14/2022 09:35 AM Pg: 1 of 9

**PREPARED BY AND  
WHEN RECORDED RETURN TO:**

Ginsberg Jacobs LLC  
300 South Wacker Drive  
Suite 2750  
Chicago, Illinois 60606  
Attn: James B. Allen

(Above Space for Recorder's use only)

## MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This **MEMORANDUM OF PURCHASE AND SALE AGREEMENT** (this "Memorandum") dated as of February 9, 2022, is entered into by and between GLENVIEW INVESTORS - HOTEL, LLC, a Delaware limited liability company ("Seller") and 1400 MILWAUKEE AVENUE OWNER LLC, a Delaware limited liability company ("Buyer") (Seller and Buyer are referred to collectively as the "Parties" and individually as a "Party"), who are Parties to that certain Agreement of Purchase and Sale dated as of February 9, 2022, as same may be amended (the "Purchase Agreement"), concerning that certain real property located in the County of Cook, State of Illinois at the address commonly known as Renaissance Chicago Glenview Suites Hotel, 1400 Milwaukee Avenue, Glenview, Illinois 60025, as legally described in Exhibit A attached hereto (the "Property").

1. Purchase and Sale of Property. For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, all on the terms and conditions set forth in the Purchase Agreement, which Purchase Agreement is incorporated in this Memorandum by this reference as though set forth in this Memorandum in full.

2. Purchase Price and Terms. The Parties have executed and recorded this Memorandum to give notice of the Purchase Agreement and the respective rights and obligations of Seller and Buyer with respect to the Property. The purchase price and other terms of the purchase and sale of the Property are set forth in the Purchase Agreement. In the event of any conflict or inconsistency between this Memorandum and the Purchase Agreement, the Purchase Agreement shall govern and control.

3. Successors and Assigns. This Memorandum and the Purchase Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns.

4. No Alteration of Purchase Agreement. This Memorandum is subject to the terms and conditions of the Purchase Agreement and is not intended and shall not be construed to modify, limit, or enlarge any of the terms or conditions of the Purchase Agreement.

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5. Governing Law; Counterparts. This Memorandum and the Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. This Memorandum may be executed in counterparts.

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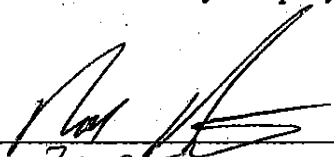
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IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date and year first set forth above.

**SELLER:**

**GLENVIEW INVESTORS - HOTEL, LLC, a  
Delaware limited liability company**

By:   
Name: RIE TUCKER  
Title: Managing Member

**BUYER:**

**1400 MILWAUKEE AVENUE OWNER  
LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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STATE OF NC

COUNTY OF Wake

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)  
) ss.

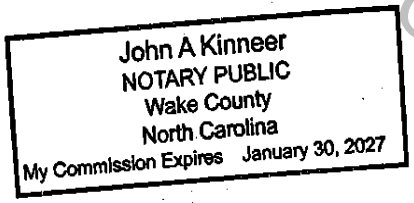
I, John A. Kinneer, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robt A. Tweeten, the Managing Member, of Glenview Investors Hotel, a Delaware LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in as such capacity, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 17<sup>th</sup> day of February, 2022.

John A. Kinneer  
Notary Public

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

(Seal)



STATE OF

COUNTY OF

)  
)  
) ss.

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in as such capacity, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of February, 2022.

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

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

(Seal)

# UNOFFICIAL COPY

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum as of the date and year first set forth above.

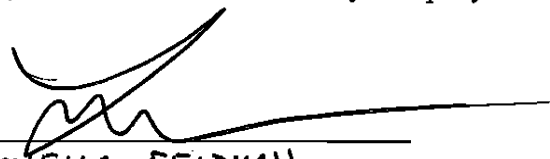
**SELLER:**

**GLENVIEW INVESTORS - HOTEL, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

**1400 MILWAUKEE AVENUE OWNER LLC**, a Delaware limited liability company

By:   
Name: LEILA FELDHAN  
Title: Authorized Signatory

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF

)

) ss.

COUNTY OF

)

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in as such capacity, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_ day of February, 2022.

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

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

(Seal)

STATE OF New York

)

) ss.

COUNTY OF New York

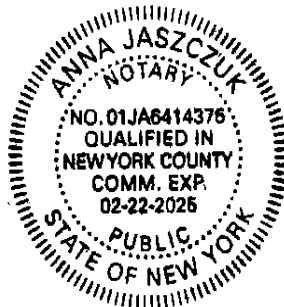
)

I, Anna Jaszczuk, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Leila Feldman the Authorized Signatory of 1400 Milwaukee Avenue Owner LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in as such capacity, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28 day of February, 2022.

[Signature]  
Notary Public

My Commission Expires: 02/22/25



(Seal)

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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 1 IN PARK CENTRAL SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE ILLINOIS STATE TOLL HIGHWAY AND SOUTHWESTERLY OF MILWAUKEE AVENUE, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 1986 AS DOCUMENT 86017692 IN COOK COUNTY, ILLINOIS.

(EXCEPT THE SOUTH 40 FEET OF LOT 1, AS MEASURED ALONG THE WEST LINE THEREOF), IN PARK CENTRAL SUBDIVISION; BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 29 AND THE NORTHEAST QUARTER OF SECTION 32, ALL IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 1, 1986 AS DOCUMENT 86017692, IN COOK COUNTY, ILLINOIS.

#### ALSO KNOWN AS:

THAT PART OF LOT 1 IN PARK CENTRAL SUBDIVISION; BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 29 AND THE NORTHEAST QUARTER OF SECTION 32, ALL IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 1, 1986 AS DOCUMENT 86017692, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 86 DEGREES 49 MINUTES 10 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 283.95 FEET; THENCE NORTH 52 DEGREES 15 MINUTES 16 SECONDS EAST, ALONG A SOUTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 61.06 FEET; THENCE NORTH 86 DEGREES 49 MINUTES 10 SECONDS WEST, PARALLEL WITH AND 40 FEET NORTHERLY OF (AS MEASURED PERPENDICULAR TO) THE SOUTH LINE OF SAID LOT 1, TO THE WEST LINE THEREOF; THENCE SOUTH 03 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.)

ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO ABT ELECTRONICS INC. BY DEED RECORDED APRIL 25, 2017 AS DOCUMENT 1711522082 AND DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 IN PARK CENTRAL SUBDIVISION; BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 29 AND THE NORTHEAST QUARTER OF SECTION 32, ALL IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 1, 1986 AS COMMENT 86017692, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 03 DEGREES 09 MINUTES 53 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL INTENDED TO BE DESCRIBED: THENCE CONTINUING NORTH 03 DEGREES 09 MINUTES 53 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 40.00 FEET; THENCE SOUTH 86 DEGREES 49 MINUTES 10 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 37.00 FEET; THENCE NORTH 03 DEGREES 09 MINUTES 53 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 97.00 FEET; THENCE SOUTH 86 DEGREES 49 MINUTES 10 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 145.37 FEET; THENCE NORTH 52 DEGREES 15 MINUTES 16 SECONDS EAST, PARALLEL WITH THE

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SOUTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 67.06 FEET; THENCE NORTH 03 DEGREES 09 MINUTES 53 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 53.56 FEET; THENCE SOUTH 86 DEGREES 49 MINUTES 10 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 16.67 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 528.88 FEET, AN ARC DISTANCE OF 377.77 FEET (CHORD BEARS NORTH 72 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 369.79 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 52 DEGREES 15 MINUTES 16 SECONDS EAST, A DISTANCE OF 121.64 FEET TO A POINT ON THE EAST OF SAID LOT 1; THENCE SOUTH 37 DEGREES 46 MINUTES 08 SECONDS EAST, A DISTANCE OF 100.78 FEET TO THE SOUTHEAST

CORNER OF SAID LOT 1; THENCE SOUTH 52 DEGREES 15 MINUTES 16 SECONDS WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 560.75 FEET; THENCE NORTH 86 DEGREES 49 MINUTES 10 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 330.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE VILLAGE OF GLENVIEW BY DEED RECORDED FEBRUARY 16, 2021 AS DOCUMENT 2104707224 AND DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 IN PARK CENTRAL SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE ILLINOIS STATE TOLL HIGHWAY AND SOUTHWESTERLY OF MILWAUKEE AVENUE, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 1986 AS DOCUMENT 86017692, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT NORTH CORNER OF SAID LOT 1 IN PARK CENTRAL SUBDIVISION ALSO BEING THE INTERSECTION OF THE EAST LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY AND THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AS CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DOCUMENT 2333508, RECORDED DECEMBER 24, 1975; THENCE SOUTH 40 DEGREES 47 MINUTES 21 SECONDS EAST, 537.42 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 1 ALSO BEING THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE TO A POINT, THENCE SOUTH 39 DEGREES 11 MINUTES 27 SECONDS WEST, 96.91 FEET; THENCE SOUTH 28 DEGREES 15 MINUTES 00 SECONDS WEST, 41.60 FEET TO A POINT OF CURVATURE; THENCE SOUTH 69 DEGREES 20 MINUTES 13 SECONDS WEST, 77.55 FEET, ALONG THE CHORD OF A CURVED LINE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 84.62 FEET, TO A POINT OF REVERSE CURVE; THENCE NORTH 86 DEGREES 18 MINUTES 19 SECONDS WEST, 17.27 FEET, ALONG THE CHORD OF A CURVED LINE HAVING A RADIUS OF 30.00 FEET AN ARC DISTANCE OF 17.52 FEET TO A POINT OF TANGENCY; THENCE SOUTH 76 DEGREES 57 MINUTES 57 SECONDS WEST, 109.71 FEET TO A POINT OF CURVATURE; THENCE SOUTH 38 DEGREES 41 MINUTES 33 SECONDS WEST 86.72 FEET, ALONG THE CHORD OF A CURVED LINE CONVEXED NORTHWESTERLY, HAVING A RADIUS OF 70.00 FEET, AN ARC DISTANCE OF 93.52 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 25 MINUTES 10 SECONDS, 567.37 FEET TO A POINT ON THE LINE 80 FEET NORTH AND PARALLEL WITH SOUTH LINE OF SAID LOT 1; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 10.43 FEET, ALONG THE SAID LINE 80 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, TO A POINT ON THE WEST LINE OF SAID LOT 1 IN PARK CENTRAL SUBDIVISION ALSO BEING THE EAST LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY, WHICH POINT IS 80.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID



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LOT 1 MEASURED ALONG THE SAID WEST LINE OF LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 975.82 FEET, ALONG THE WEST LINE OF SAID LOT 1 ALSO BEING THE EAST LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY, TO A POINT OF CURVATURE; THENCE NORTH 01 DEGREES 10 MINUTES 12 SECONDS WEST AS MEASURED (N01°07'17"E RECORD), ALONG THE CHORD DISTANCE OF 228.91 FEET AS MEASURED (229.16 FEET RECORD) OF A CURVED LINE CONVEXED EASTERLY HAVING A RADIUS OF 5854.80 FEET, AN ARC DISTANCE OF 228.93 FEET AS MEASURED (229.18 FEET RECORD), ALONG THE WEST LINE OF SAID LOT 1 ALSO BEING THE EAST LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY, TO THE POINT OF BEGINNING.

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