

OPTION TO REPURCHASE

Agreement made August 21, 1986 by and between MATTESON-RICHTON BANK, an Illinois bank corporation (hereinafter called the Bank), AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated November 29, 1976 and known as Trust No. 39696 (hereinafter called the Hotel Trust), and AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated November 29, 1976 and known as Trust No. 39697 (hereinafter called the Irwin Trust).

Now, Therefore, in consideration of the mutual promises herein contained, the parties agree as follows:

1. The following parcels of real estate identified and legally described on Exhibit A attached hereto and incorporated herein, are affected by this Agreement:

- Parcel A-1 Unimproved real estate contemporaneously herewith sold and conveyed by the Irwin Trust to the Bank.
- Parcel A-2 Unimproved real estate contemporaneously herewith sold and conveyed by the Irwin Trust to the Bank.
- Parcel B Matteson-Richton Bank Building property, improved with a commercial office building owned by Matteson-Richton Bank, as Trustee under Trust Agreement dated July 1, 1984 and known as Trust No. 74-1420, on ground leased from the Bank.
- Parcel C Unimproved real estate owned by the Bank.
- Parcel D Sheraton Hotel property owned by the Hotel Trust.

2. (a) The Bank hereby grants to the Hotel Trust for the benefit of Parcel D, the right of patrons, business invitees, licensees, tenants and employees of the Sheraton Hotel and its successors and assigns to use, free of charge, the parking areas (which expression as used herein includes the 54 parking spaces, driveways, entrances and exits on Parcel A-1 as reflected on the Site Plan prepared by Linden Group, Inc. attached hereto as Exhibit B and incorporated herein) in common with the Bank and its business invitees, licensees, tenants and employees. Said Site Plan and the parking areas shown thereon may be modified from time to time by mutual agreement of the Bank and the Hotel Trust.

This instrument prepared by:
Daniel L. Hughes
Hughes & Associates
19815 Governors Highway
P. O. Box 288
Evanston, Illinois 60422

Permanent Tax Numbers:
29-29-409-013
29-29-409-018
29-29-409-022
29-29-409-025
29-29-409-027

17400 S. Halsted
Homewood, Ill.

736921402

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ON THIS DATE I HAVE RECEIVED OF THE ABOVE NAMED PARTY THE ABOVE DESCRIBED PROPERTY TO WIT:

THE ABOVE PROPERTY IS DESCRIBED AS FOLLOWS:

TO HAVE AND TO HOLD TO THE ABOVE NAMED PARTY AND HIS HEIRS AND ASSIGNS FOREVER.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AT CHICAGO, ILLINOIS, THIS _____ DAY OF _____ 19____.

Clerk of Cook County

CHICAGO, ILLINOIS

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It is the intent of this Agreement that the use of parking areas granted hereby is to accommodate patrons, business invitees, licensees, tenants and employees of the Sheraton Hotel and any successors and assigns. The right to use said parking areas is not permitted during the following hours:

Weekdays between 8:00 A.M. and 6:00 P.M.

Saturdays between 8:00 A.M. and 2:00 P.M.

(b) The Bank shall have no obligation to make improvements on Parcel A-2. The Bank shall not construct any buildings on Parcel A-2, but may improve Parcel A-2 for use as a parking area but for no other purpose. If the Bank improves Parcel A-2 for use as a parking area then the Bank hereby grants to the Hotel Trust for the benefit of Parcel D, the right of patrons, business invitees, licensees, tenants and employees of the Sheraton Hotel and its successors and assigns to use, free of charge, the parking areas upon the same terms and conditions as the use granted to the Hotel Trust for Parcel A-1.

(c) The Bank hereby grants to the Hotel Trust and its successors and assigns for the benefit of Parcel D, an easement in perpetuity for ingress and egress at all times for patrons, business invitees, licensees, tenants and employees of the Sheraton Hotel, in common with the Bank and its business invitees, licensees, tenants and employees, for pedestrians and vehicles over a strip of land twenty-five (25) feet wide extending across Parcels A-1 and C from Parcel D to 175th Street, the location of which is delineated on Exhibit A as "Ingress & Egress Easement."

(d) The Bank shall complete said parking facilities and easement within five (5) months after the date of this Agreement.

(e) No party shall build or maintain, or permit to be built or maintained any structure on the parking areas or easement, except that the Bank may construct light towers, appurtenant electrical equipment, signs relating to its business, traffic or directional signs, fences, gates or similar structures which are usual in connection with common driveways and parking areas.

(f) The Bank and its successors and assigns shall maintain and keep in good repair the parking areas and easement and shall keep such areas

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and easement striped and clear and free of snow, ice, rubbish and obstructions of every nature, and shall provide adequate drainage and lighting thereon. No obstructions shall be created or permitted which will in any way interfere with any rights granted by this Agreement. All parties shall maintain at all times insurance against claims for personal injury or property damage occurring on the common areas in the amount not less than \$1,000,000.00 with respect to any one injury, and \$1,000,000.00 with respect to injuries in any one accident, and \$500,000.00 with respect to property damage. All such policies shall name all parties insureds.

3. For a period of forty (40) years from the date of this Agreement, the Bank shall not sell Parcels A-1 or A-2, except as hereinafter provided. Notwithstanding the foregoing, if, at any time for a period of forty (40) years after the date of this Agreement, the Bank elects to close its banking facilities on Parcels A-1 or B, or desires to sell Parcels A-1 and/or A-2, the Irwin Trust or its nominee or the successors or assigns of the Irwin Trust or its nominee, shall have the option to repurchase Parcels A-1 and A-2 at a total aggregate price of \$175,000.00, and if the Irwin Trust or its nominee or the successors and assigns of the Irwin Trust or its nominee do not exercise the option to repurchase within thirty (30) days after written notice from the Bank, and the Bank sells Parcel A-1 and/or A-2 to a third party, the Bank shall then pay \$85,000.00 to the Irwin Trust or its nominee or the successors or assigns of the Irwin Trust or its nominee, in which event the Bank shall be released from its obligations to furnish parking under Paragraph 2(a) above; in all events the easement granted under 2(c) above shall remain in full force and effect.

4. The rights and easements hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors, and assigns, including, but without limitation, all subsequent owners of Parcels A-1, A-2, C and D and all persons claiming under them, including the beneficiaries of any land trust now or hereafter owning and holding title to any of said Parcels, and such beneficiaries shall be subject to the restrictions and liable to perform all of the

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obligations, terms, covenants and conditions hereof and for any damages, costs or expenses for failure to perform.

5. In the event of breach of this Agreement by any party at any time bound by the terms hereof, the other party shall give the breaching party written notice of such breach and if such breach has not been cured within thirty (30) days after receipt of such written notice then any party damaged or adversely affected by said breach may elect to terminate this Agreement.

6. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Any party may change such address for notice purposes by sending a notice of change of said address to all parties to this Agreement in accordance with this notice provision.

Executed in triplicate, the date first above written.

BANK:

Matteson-Richton Bank

By: [Signature]

Title: President

Attest: [Signature]

Title: Cashier

Address for Notice Purposes:

Matteson-Richton Bank
Route 30 & Kostner Avenue
Matteson, Illinois 60443
Attention: President

HOTEL TRUST:

American National Bank and Trust Company of Chicago,
as Trustee under Trust Agreement dated November 29,
1976, and known as Trust No. 39696, and not personally.

By: [Signature]

Title: Second Vice President

Attest: [Signature]

Title: ASSISTANT SECRETARY

Address for Notice Purposes:

American National Bank & Trust
Company
33 North LaSalle
Chicago, Illinois 60690
Attention: Land Trust Dept.

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not a party to the agreement, and is not a party to the agreement. All the provisions of the agreement shall apply to the instrument. THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated November 29, 1976, and known as Trust No. 39696, and not personally.

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IRWIN TRUST:

American National Bank and Trust Company of Chicago,
as Trustee under Trust Agreement dated November 29,
1976, and known as Trust No. 39697, and not personally.

By: [Signature]
Title: Second Vice President

Address for Notice Purposes:
American National Bank & Trust
Company
33 North LaSalle
Chicago, Illinois 60690
Attention: Land Trust Dept.

Attest: [Signature]
Title: ASSISTANT SECRETARY

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, national banking association, under the authority of its accounts and records, and is a true and correct copy of the original as the same appears in the records of said bank and trust company. It is a true and correct copy of the original as the same appears in the records of said bank and trust company. It is a true and correct copy of the original as the same appears in the records of said bank and trust company. It is a true and correct copy of the original as the same appears in the records of said bank and trust company.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK

I, Daniel L. Hughes, a notary public in and for said County, in the State aforesaid, do hereby certify that Robert A. Loffreddi, President of Matteson-Richton Bank and Sarah Brenthe, Cashier of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Cashier did also then and there acknowledge that she as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

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Given under my hand and notarial seal this 21st day of August, A.D. 1986.

[Signature]
Notary Public

My commissioner expires March 30, 1989.

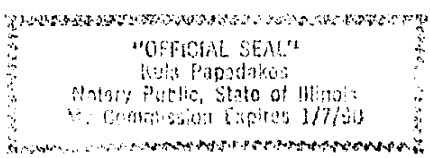
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Peter Johnson, Vice President and Assistant Secretary of the American National Bank and Trust Company of Chicago, a National Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said National Banking Association caused the corporate seal of said National Banking Association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth.

Given under my hand and notary seal this 21st day of August, A.D. 1986.

[Signature]
Notary Public

My commission expires _____



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PLAT OF SURVEY

(EXHIBIT A)

Office
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Parcel A

A tract of land in the East Half of the Southeast Quarter of Section 29, Township 16 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning in the Northwest corner of Lot 1 in R. 2. East Subdivision, as recorded; thence South 0°19'02" East 99.55 feet along the West line of said lot 1 extended North; thence South 89°40'58" East 595.15 feet along the South line of the Sheraton property, said line being normal to the West right-of-way last said line; thence containing along last said West line thence South 0°19'02" West 40.02 feet; thence South 0°19'02" East 24.53 feet to the North line of Lot 1 in Richmond Subdivision as recorded; thence containing 89°40'58" West 622.19 feet along last said North line to the place of beginning, all in Cook County, Illinois.

Parcel B

Lot 1 (excepting therefrom that part dedicated for Ralsted Street) in Richmond Subdivision, being a Subdivision in the East Half of the Southeast Quarter of Section 29, Township 16 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel C

Lot 1 in R-R East Subdivision, being a Resubdivision of Lot 2 in Richmond Subdivision, in the East Half of the Southeast Quarter of Section 29, Township 16 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel D

That part of the East Half of the Southeast Quarter of Section 29, Township 16 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at the point of intersection of a line 1961.94 feet long and parallel with the North line of the Southeast Quarter of said Section 29, as measured on the North line thereof (said point of beginning being also the point of intersection of said Section 29 with a line 81.00 feet long thence (the following three (3) courses being on two (2) West lines and on a North line of the Northern Illinois State Tollway Parcel T-1A18.1) South 0°19'02" West a distance of 4.82 feet; thence North 89°40'58" East, a distance of 11.00 feet; thence South 0°19'02" West a distance of 435.35 feet; thence North 89°40'58" East, a distance of 320.09 feet; thence South 89°40'58" East, a distance of 511.00 feet to a point on a line 557.08 feet West of and parallel with the East line of the Southeast Quarter of said Section 29, thence North 0°19'02" East on the last perpendicular line a distance of 172.96 feet to a point on the South line of the Northern Illinois State Toll Highway Parcel T-1A-501.2; thence South 89°59'38" East on the last perpendicular line a distance of 1.15 feet to the most easterly corner of the Northern Illinois State Toll Highway Parcel T-1A-501.2; thence (the following two (2) courses being on the South line of said Parcel T-1A-501.2) South 74°25'52" East a distance of 246.02 feet; thence South 89°59'38" East a distance of 221.38 feet to the point of beginning, all in Cook County, Illinois.

Mail To:
Wildman Harold, Allison &
Rigoni
225 W. Wacker Dr.
Chicago, IL 60606
Attn: Jay Brethauer

Box 333

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PARCEL A-1

A tract of land in the East Half of the Southeast Quarter of Section 19, Township 35 North, Range 1 East of the Third Principal Meridian bounded and described as follows: Beginning on the North line of Lot 1 in M.R. Bank Subdivision as recorded, a distance of 25 feet West of the northeast corner of said Lot 1; thence North 0°19'02" East 93.55 feet on a line normal to said North line; thence South 89°40'58" East 427.28 feet, along the South line of the Sheraton property, to the West right-of-way line of Halsted Street as taken; thence South 0°19'02" West 40.02 feet along said line; thence continuing along said line South 25°35'21" East 18.91 feet; thence continuing South 0°15'02" West 24.53 feet to the North line of Lot 1 in Richmond Subdivision as recorded; thence North 87°40'58" West 444.28 feet along said North line to the place of beginning, all in Cook County, Illinois.

PARCEL A-2

A tract of land in the East Half of the Southeast Quarter of Section 19, Township 35 North, Range 1 East of the Third Principal Meridian bounded and described as follows: Beginning at the Northwest corner of Lot 1 in M.R. Bank Subdivision, as recorded; thence North 0°19'02" East 99.55 feet along the West line of said Lot 1 extended North; thence South 89°40'58" East 178.51 feet along the South line of the Sheraton property; thence South 0°19'02" West 49.55 feet to the North line of said Lot 1; thence North 89°40'58" West 178.51 feet along said North line to the place of beginning, all in Cook County, Illinois.

NOTES:

All bearings used are based on bearings recorded on Richmond Subdivision and M.R. Bank Subdivision. Existing utilities not located on this survey.

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