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MEMORANDUM OF
REAL ESTATE SALE
AGREEMENT

DEPT-01 RECORDING \$39.00
T#0012 TRAN 0839 06/04/96 15:02:00
#2512 + CG ***96-423302
COOK COUNTY RECORDER

39.00
11/6

THIS MEMORANDUM is made and entered into as of the 23rd day of May, 1996 by and among FIRST BANK NATIONAL ASSOCIATION (successor to National Boulevard Bank of Chicago), not personally, but solely as Trustee under Trust Agreement dated May 10, 1965 and known as Trust No. 1643 ("Trustee") and PHIL BERMAN, JR. and ERIC BERMAN, ("Beneficiary") (Trustee and Beneficiary collectively, "Seller") with an address at c/o Phil Berman, Jr., 121 North Marion, Oak Park, Illinois 60301 and MICHIGAN-OHIO, L.L.C., an Illinois limited liability company ("Purchaser") with an address at 1333 North Kingsbury, Chicago, Illinois 60622

RECITALS:

- A. Trustee is the fee owner of that certain parcel of land legally described on Exhibit A attached hereto in the City of Chicago, Cook County, Illinois (the "Site").
- B. Beneficiary is the sole beneficiary of Trustee.
- C. Seller and Purchaser have entered into that certain Real Estate Sale Agreement dated June 22, 1995, as amended December 19, 1995, December 21, 1995, January 24, 1996 and May 23, 1996 (the "Purchase Agreement") relating to, among other things, the sale by Seller and the purchase by Purchaser of the Site.
- D. Seller and Purchaser desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the rights of Purchaser under the Purchase Agreement and of the existence of the Purchase Agreement.

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

549-551 North Michigan Avenue
155 East Ohio Street
Chicago, Illinois

Charles L. Edwards, Esq.
RUDNICK & WOLFE
203 North LaSalle Street
Suite 1800
Chicago, IL 60601-1293

PIN: 17-10-122-001
17-10-122-004
17-10-122-005
17-10-122-006

BOX 393-CTI

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75-69-119 0x RF 0/24

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NOW, THEREFORE, in consideration of the execution and delivery of the Purchase Agreement by Seller and Purchaser and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby state and agree as follows:

1. Seller and Purchaser have executed and delivered the Purchase Agreement. Copies of the Purchase Agreement are being held by both Seller and Purchaser at their respective addresses.

2. Under the Purchase Agreement, Seller, among other things, is obligated to convey the Site to Purchaser, all on the terms set forth therein.

3. All of the terms, conditions, provisions and covenants of the Purchase Agreement are incorporated in this Memorandum by reference as though written out at length herein and the Purchase Agreement and this Memorandum shall be deemed to constitute a single instrument or document. The rights and obligations of Seller and Purchaser shall be construed solely by reference to the provisions of the Purchase Agreement and in the event of any conflict between the provisions of the Purchase Agreement and those of this Memorandum, the provisions of the Purchase Agreement shall control.

4. This Memorandum shall inure to the sole benefit of and be binding upon Seller and Purchaser and their respective heirs, personal representatives, successors and permitted assigns.

5. This Memorandum is executed by Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this Memorandum). It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding Trustee personally but are made and intended for the purpose of binding only the trust property, and this Memorandum is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said Trustee on account of this Memorandum or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this Memorandum contained either express or implied, all such personal liability, if any, being expressly waived and released.

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IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this Memorandum as of the day and year first above written.

BENEFICIARY

Phil Berman, Jr.

Eric Berman

TRUSTEE

FIRST BANK NATIONAL ASSOCIATION,
not personally but solely as
Trustee as aforesaid

See

By: _____
[Signature]

Name: RONALD HEITHOFF

Title: _____

ATTEST:

[Signature]

Name: LOUISE HILDEBRAND

Title: _____

CLE1079

PURCHASER

MICHIGAN OHIO, L.L.C., an Illinois
limited liability company

By: _____
[Signature]

Name: James D. Letchinger

Title: Manager

By: _____

LW Partners XII
General Partnership, an Illinois
general partnership, a Manager

By: _____
[Signature]

David W. Ruttenberg,
a general partner,
President, Lakewest, Inc.,
a Manager

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IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this Memorandum as of the day and year first above written.

BENEFICIARY



Phil Berman, Jr.

Eric Berman

PURCHASER

MICHIGAN OHIO, L.L.C., an Illinois limited liability company

By: _____
Name: James D. Letchinger
Title: Manager

TRUSTEE

FIRST BANK NATIONAL ASSOCIATION,
not personally but solely as
Trustee as aforesaid

By: _____
Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

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MAY-15-1996 16:33

P.13/16

IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this Memorandum as of the day and year first above written.

BENEFICIARY

PURCHASER

Phil Berman, Jr.

MICHIGAN OHIO, L.L.C., an Illinois
limited liability company

Eric Berman

By: _____
Name: James D. Letchinger
Title: Manager

TRUSTEE

FIRST BANK NATIONAL ASSOCIATION,
not personally but solely as
Trustee as aforesaid

By: _____
Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

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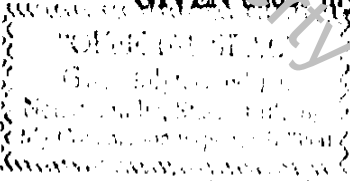
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, LE KENDRICK a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that LOUISE HILDEBRAND, _____ of First Bank National Association and RONALD HEITHOFF, _____ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and RE, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 31st day of May, 1996.



[Signature]
Notary Public

My Commission Expires: _____

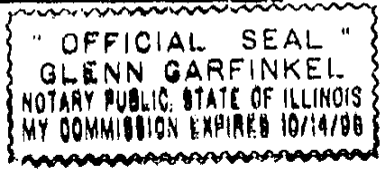
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, GLENN GARFINKEL a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Phil Berman, Jr. and Eric Berman, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 28th day of May, 1996.

[Signature]
Notary Public

My Commission Expires: _____



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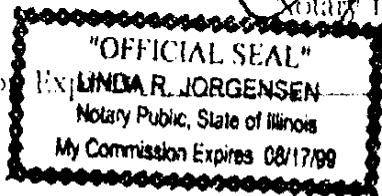
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Linda R. Jorgensen, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that David W. Ruttenberg, personally known to me to be the President of Lakewest, Inc., a Manager of Michigan-Ohio, L.L.C., an Illinois limited liability company, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such manager, as his free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24rd day of May, 1996.

Linda R. Jorgensen
Notary Public

My Commission Expires



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EXHIBIT A

LEGAL DESCRIPTION OF THE SITE

Parcel 1:

Lots 4 and 5 in Walter L. Newberry's subdivision of the northwest part of block 21 in Kinzie's addition to Chicago, in section 10, township 39 north, range 14 east of the third principal meridian, according to the map recorded in Recorder's Office of Cook County, Illinois, on November 19, 1852 in book 49 of maps at page 32 said premises being situated at the southeast corner of Ohio Street, and Michigan Avenue, in Cook County, Illinois.

Parcel 2:

Lot 3 in Walter L. Newberry's subdivision of the northwest part of block 21 in Kinzie's addition to Chicago, in section 10, township 39 north, range 14 east of the third principal meridian, according to the map recorded in Recorder's Office of Cook County, Illinois, on November 19, 1852 in book 49 of maps at page 32 said premises being situated at the southeast corner of Ohio Street, and Michigan Avenue, in Cook County, Illinois.

Parcel 3:

Lots 2 and 3 in assessors division of lots 1 and 2 of W.L. Newberry subdivision of the west 200 feet of the north 118 feet of block 21 in Kinzie addition to Chicago in section 10, township 39 north, range 14 east of the third principal meridian, in Cook County, Illinois.

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RIDER ATTACHED TO AND MADE A PART OF DOCUMENT DATED 5/23/16
UNDER TRUST NO. 1243 AK

This instrument is executed by FIRST BANK NATIONAL ASSOCIATION, not personally but solely as Trustee, as aforesaid, in the exercise of the power and the authority conferred upon and vested in its as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST BANK NATIONAL ASSOCIATION are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST BANK NATIONAL ASSOCIATION by reason of any of the terms, provisions, covenants and/or statements contained in this instrument.

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