

UNOFFICIAL COPY

2087

98793668

9753/0039 26 001 Page 1 of 3
1998-09-04 09:53:36
Cook County Recorder 25.50

STCI 45/07

Property of Cook County Clerk's Office

RIGHT OF FIRST REFUSAL TO REFINANCE

3

THIS RIGHT OF FIRST REFUSAL TO REFINANCE is made this 18th day of August 1998, by and between

WORLD WIDE FINANCIAL SERVICES, INC.,

("Lender"), with its principal offices at 555 South Old Woodward, 5th Floor, Birmingham, MI 48009 and

MARK J. SLIWIAK and WILMA B. SLIWIAK

whose address is 10504 SOUTH 81ST COURT PALOS HILLS, ILLINOIS 60465-

(collectively "Borrower").

Prior to the execution hereof, Lender has made a loan ("Mortgage Loan") to Borrower secured by a mortgage on real property in Exhibit A attached hereto.

NOW, THEREFORE, as an inducement by Borrower to Lender to make the Mortgage Loan and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, borrower agrees as follows:

1. In the event, for any reason whatsoever, Borrower desires to obtain a new loan to payoff the Mortgage Loan and obtains a proposal ("Commitment") from a third party to provide such loan which Borrower desires to accept, Borrower shall deliver to Lender a copy of the Commitment.
2. Within five (5) business days after lender has received the Commitment, Lender may, at its option, make a written offer to Borrower to make such new loan on substantially the same terms and conditions as set forth in the Commitment. If Lender provides such written offer within such five (5) business days, Borrower shall reject the Commitment from the third party and consummate a new loan with Lender on the terms and conditions set forth in the Lender offer.

[CONTINUED ON NEXT PAGE]

UNOFFICIAL COPY


98793668 Page 2 of 3

- In the event, Lender does not deliver a written offer to Borrower as described above within such five (5) business days and the Borrower consummates the loan pursuant to the Commitment from the third party within forty-five (45) days after the expiration of such five (5) business days, Lender's right to make the new loan shall automatically terminate. In the event Lender does not make such written offer within such five (5) day period but Borrower does not consummate the loan in accordance with the Commitment from the third party within such forty-five (45) days, Lender shall continue to have all rights hereunder and Borrower shall continue to be obligated hereunder.
- This Right of First Refusal to Refinance is not a commitment by Lender to make a subsequent loan to Borrower.

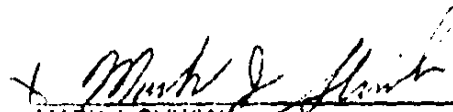
Signed the day and year first written above.

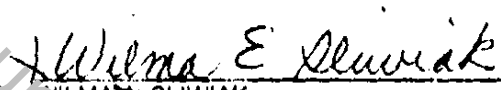
(All signatures in black ink and printed names below signature lines)

WITNESSES:



BORROWER:

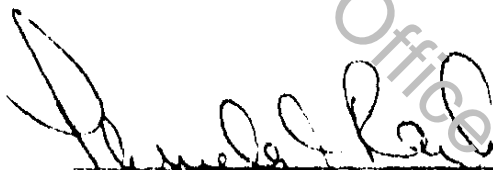


MARK J. SLIWIAK


WILMA E. SLIWIAK
WS NY

STATE OF IL)
COUNTY OF Cook) SS.

The foregoing instrument was acknowledged before me this 18th day of August 1998, by the Borrower.



Notary Public

DRAFTED BY/RETURN TO:
Jack B. Wolfe, Esq.
World Wide Financial Services, Inc.
555 S. Old Woodward Ave., 5th Floor
Birmingham, MI 48009



“OFFICIAL SEAL”
PAMELA J. RAYBURN
Notary Public, State of Illinois
My Commission Expires 07/25/99

UNOFFICIAL COPY

98793668 Page 3 of 3

EXHIBIT A

Legal Description:

LOT 177 IN FRANK DELUGACH'S WOODED HILLS, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tract # 23-14-216-014

Property of Cook County Clerk's Office