### **UNOFFICIAL COPY**

AFTER RECORDING **RETURN TO:** 

Wheeling Memory Care, LLC c/o The LaSalle Group, Inc. 545 E. John Carpenter Freeway, Suite 500 Irving, Texas 75062 Attention: David Starr

Doc#: 1500922022 Fee: \$46.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 01/09/2015 09:16 AM Pg: 1 of 5

### MEMORANDUM OF RECONVEYANCE OPTION

WHEREAS, SHIR HADASH RECONSTRUCTIONIST SYNAGOGUE-CONGREGATION SHIR HADASH, an Illinois not-for-profit corporation ("Shir Hadash") and THE LASALLE GROUP, INC., a Texas corporation ("Original Buyer") entered into that certain Real Estate Purchase Agreement dated July 15, 2014 (as amended and as assigned by Original Buyer to WHEELING MEMORY CARE, LLC, a Delaware limited liability company ("Buver"), collectively the "Contract") for the sale and purchase of an approximate 1.128 acres of land located in Wheeling, Cook County, Illinois more particularly described on Exhibit A. ttached hereto (the "Property") on the terms and conditions contained in the Contract:

WHEREAS, pursuant to the Contract, Shir Hadash has an option to require Buyer to reconvey the Property to Shir Hadash on the terms and conditions contained in the Contract ("Reconveyance Option");

WHEREAS, Buyer and Shir Hadash have entered into this Memorandum of Reconveyance Option to give notice of their agreement as to the Reconveyance Option,

NOW THEREFORE, Buyer and Shir Hadash hereby acknowledge and confirm the Contract and specifically acknowledge Shir Hadash's Reconveyance Option with respect to the Property. This Memorandum is entered into for recording purposes only and does not in any manner amend, alter, revise or supplement the provisions of the Contract.

The Reconveyance Option shall expire upon the earlier of (a) upon Commencement of the Facility on the Property and (b) July 10, 2017.

The Reconveyance Option is subordinate to the lien of the security interest of Buyer's construction lender, if any.

Capitalized terms used but not otherwise defined herein shall have the meaning afforded same in the Contract.

The purpose of this Memorandum is to give record notice of the applicable terms of the Contract, and of the rights created thereby. It is not intended to amend or modify any of the rights and obligations set forth in the Contract. To the extent that any provisions of this Memorandum and the Contract conflict, the provisions of the Contract shall control.

B 0 x 334

Signature Pages Follow

MEMORANDUM OF RECONVEYANCE OPTION - PAGE 1 200 W. DUNDEE ROAD, WHEELING, ILLINOIS DAL:909073.1

1400 85

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## **UNOFFICIAL COPY**

EXECUTED AND EFFECTIVE as of this 11th day of December, 2014.

BUYER:	WHEELING MEMORY CARE, LLC a Delaware limited liability company		
	By:	an Illi	le Wheeling Management, LLC, nois limited liability company, anaging Member
DOO OX		Ву:	The LaSalle Group, Inc., a Texas corporation, its sole Member
Dor			Name: Exendor Brantley Title: Chief Financial Office
STATE OF TEXAS § §			
COUNTY OF DALLAS §	_		
a Texas corporation, sole Member of LaSalle V company, Managing Member of Wheeling Membehalf of said corporation and limited liability contains the said corporation.	Wheeling ory Carmanies	CU OF g Mana e, LLC.	of The LaSalle Group, Inc., agement, LLC, an Illinois limited liability a Delaware limited liability company, on
(SEAL)	Notary I	Public i	n and for me State of Texas
STATE OF TEXAS My Comm. Exp. luby 3, 2016	Print na	me of n	moreland otary n Expires: Ully 3/2016

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## **UNOFFICIAL COPY**

SHIR HADASH:	SHIR HADASH RECONSTRUCTIONIST SYNAGOGUE -CONGREGATION SHIR HADASH, an Illinois not-for-profit corporation
	By: Hlm & H Name: Glan A Graff
	By:
	Title: Treasurer
STATE OF 11 LINOIS §	
COUNTY OF COOK §	
This instrument vas acknowledged Glenn A. Graff, President Shir Hadash, an Illinois not-for-profit corporation	before me on the Gib day of December, 2014 by tof Shir Hadash Reconstructionist Synagogue – Congregation ation, on behalf of said corporation.
(SEAL)	Notary Public in and for the State of Illinois
"OFFICIAL SEAL" KRISTINE J KIJOWSKI Notary Public, State of Illinois My Commission Expires 4/29/2018	Print name of notary  My Compussion Expires: 4/29/2018
	The construction expires.
	C/O
	4/4/
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	Co

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# **UNOFFICIAL COPY**

STATE OF ILLINOIS §	
This instrument was acknowledged be Sunford Schleicher, Treasurer President of Shir Hadash, an Illinois not-for-profit corporation	efore me on the day of December, 2014 be f Shir Hadash Reconstructionist Synagogue – Congregation on behalf of said comparation
(SEAL)	Notary Public in and for the State of THI. Nois
"OFFICIAL SEAL"  KRISTINE J KIJOWSKI  Otray Public, State of Illinois My Coram ssion Expires 4/29/2018	Pristing J. Kijowski Print name of notary  My Commission Expires: 4/29/2018
	3rly Commission Expires. — (12 1/2 or )

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### **UNOFFICIAL COPY**

#### **EXHIBIT A**

#### LEGAL DESCRIPTION

THAT PART OF LOT 2 IN CHRYSLER REALTY CORPORATION'S RESUBDIVISION OF LOT 4 IN WHEELING HEIGHTS, BEING A SUBDIVISION OF THE EAST 50.01 ACRES OF THE SKINNER FARM, IN THE SOUTHWEST QUARTER OF SECTION 2 TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2, 1972 AS DOCUMENT NUMBER 22070178, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 29 MINUTES 33 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 224.44 FEET; THENCE NORTH 61 DEGREES 53 MINUTES 23 SECONDS EAST 214.02 FEET TO A POINT ON THE EAST LINE OF THE WEST 188 FEET OF SAID LOT 2. THENCE SOUTH 00 DEGREES 29 MINUTES 33 SECONDS WEST, ALONG LAST DESCRIBED LINE 319.62 FEET TO THE NORTH LINE OF DUNDEE ROAD; THENCE SOUTH 88 DEGREES 16 MINUTES 36 SECONDS WEST 188.05 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

03-02-316-034 156 W DONDE - Ld Wheeling I'L
63-02-316-033
03-06-316-026