

# UNOFFICIAL COPY

**PREPARED BY AND WHEN**

**RECORDED MAIL TO:**

DOUGLAS E. WAMBACH  
BURKE, WARREN, MACKAY  
& SERRITELLA, P.C.  
330 N. WABASH, 21ST FLOOR  
CHICAGO, IL 60611



Doc#: 1607644053 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/16/2016 04:10 PM Pg: 1 of 6

**MEMORANDUM OF OPTION AGREEMENT**

**THIS MEMORANDUM OF OPTION AGREEMENT** (this "Memorandum") is made this 26th day of February, 2016, by **SHRINE OF CHRIST THE KING LLC**, a Missouri limited liability company, having an address of 6415 S. Woodlawn Avenue, Chicago, Illinois 60637 ("SCK"), and **THE CATHOLIC BISHOP OF CHICAGO**, an Illinois corporation sole, having an address of 835 N. Rush Street, Chicago, Illinois 60611 ("CBC").

A. SCK is the owner of certain real property situated in the City of Chicago, Illinois commonly known as 6415 S. Woodlawn Avenue, more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Property").

B. By a certain unrecorded Donation Agreement (the "Agreement") dated February 26, 2016 between SCK and CBC, SKC granted to CBC an option to purchase the Property, on the terms and condition of the Agreement.

C. Pursuant to the terms of the Agreement, the parties agreed that CBC may record this Memorandum.

**TO HAVE AND TO HOLD** the Property pursuant to the terms of the Agreement and upon some of the conditions hereinafter stated:

1. The Agreement sets forth the names and address of the parties thereto.
2. The terms of the Agreement states that CBC shall have the right and option (the "Option") to purchase the Property at any time SKC decides to sell the Property.
3. It is understood and agreed by the parties hereto that this Memorandum will be cancelled and terminated upon the sale of the Property to CBC or to any third party should CBC not exercise the Option herein granted and the parties agree to execute any appropriate documents to effectuate such cancellation or termination of this Memorandum.

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4. To the extent that any of the foregoing provisions conflict with or are inconsistent with any provision of the Agreement relating to the Option, the Agreement will control. Except as may be specifically defined in this Memorandum, any capitalized term not defined herein shall have the meaning given in the Agreement.

5. This Memorandum is executed by the parties as a memorandum for recording purposes only and shall not alter or amend the Agreement in any respect.

*[signatures on the following page]*

Property of Cook County Clerk's Office



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IN WITNESS WHEREOF, the parties have each executed this Memorandum by a duly authorized officer.

**SHRINE OF CHRIST THE KING LLC,**  
a Missouri limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**THE CATHOLIC BISHOP OF  
CHICAGO,** an Illinois corporation sole.

By: Kevin J. Marzalik  
Name: Kevin J. Marzalik  
Its: Director of Business Transactions

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## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

Parcel 1: Lots 17, 18 and 19 in Block 4 of Waite and Bowen's Subdivision together with Lots 1 and 2 in the Subdivision of Lots 20, 21, 22 and 23 in Block 4 of Waite and Bowen's Subdivision of that part of the West Half of the Northeast Quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, lying West of Railroad, in Cook County, Illinois, (excepting from the above described tract, that part falling within the following described tract of land: a tract of land comprising part of Lot 19 in Block 4 of Waite and Bowen's Subdivision, together with a part of Lots 1 and 2 in the Subdivision of Lots 20, 21, 22 and 23 in Block 4 of Waite and Bowen's Subdivision aforesaid, described as follows: commencing at the Northeast corner of said Lot 2 in the Subdivision of Lots 20, 21, 22 and 23 in Block 4 of Waite and Bowen's Subdivision aforesaid; Thence South along the East line of said Lot 2, a distance of 112.38 feet for a point of beginning of the tract of land to be described herein; continuing Thence South along the East line of Lot 2 aforesaid and Lot 19 in Block 4 of Waite and Bowen's Subdivision, a distance of 138.20 feet to the Southeast corner of said Lot 19; Thence West along the South line of said Lot 19, a distance of 68.0 feet; Thence North parallel to the East line of said lots, a distance of 37.26 feet; Thence East a distance of 1.88 feet; Thence North parallel to the East line of said Lots, a distance of 14.83 feet; Thence East a distance of 12.84 feet; Thence North parallel to the East line of said Lots, a distance of 63.04 feet; Thence East a distance of 0.52 feet; Thence North parallel to the East line of said Lots, a distance of 17.91 feet; Thence East, a distance of 12.50 feet; Thence North, a distance of 3.83 feet; Thence East along the South face and the South face of the church building extended, a distance of 37.50 feet to the Southeast corner of said church building; Thence North along the East face of said church building, a distance of 1.22 feet; Thence East 2.76 feet to the point of beginning), all in Cook County, Illinois.

Commonly Known As: 6415 S. Woodlawn, Chicago, Illinois

Permanent Index Numbers: 2020-23-210-016-0000 and 20-23-210-018-0000