THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO:

Alvin Charles Katz, Esq. Neal Gerber Eisenberg & Lurie 208 South LaSalle Street Suite 900 Chicago, Illinois 60604 88337679

MEMORANDUM OF OPTION AGREEMENT

THIS ALECRANDUM OF OPTION AGREEMENT is made as of the 27th day of July, 1938 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee (the "Trustee") under Trust Agreement dated July 7, 1988 and known as Trust No. 105915-01. having an office at 33 North Lasalle Street, Chicago, Illinois £0590, and TRIANGLE BRYN MAWR LIMITED PARTNERSHIP, a Delaware limited partnership, the sole beneficiary thereof, having an office c/o Woodholly, Inc., Suite 1400, Phillips Point West Tower. West Palm Beach, Florida , (together with the Trustee, being herein referred to as "Seller"), as Optionor/Sellers, and M-B BRYN MAWR CORP., an Illinois corporation having an office c/o Miglin-Beitler Developments, 200 West Madison Street, Suite 3100, Chicago, Illinois 60606, (hereinafter referred to as "Purchaser") as Optionee/Purchaser.

- 1. Real Estate. Seller is the owner of that certain real property located in Chicago, Illinois bounded by East River Road, Bryn Mawr Avenue, Oakview Avenue and Catalpa Avenue, legally described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate").
- 2. The Option. Pursuant to an Option Agreement (the "Option Agreement") entered into between Seller and Purchaser as of the 27th day of July, 1988, Seller has granted to Purchaser an option (the "Option") to purchase an undivided one-half (1/2) interest in the Real Estate subject to the terms, conditions and limitations set forth in the Option Agreement.
- 3. Option Expiration Date. Purchaser may exercise the Option at any time during the period commencing on the date of the Option Agreement, July 27, 1988, and ending on the third (3rd) anniversary date of the Option Agreement, July 27, 1991, unless the Option is sooner terminated in accordance with the terms thereof as provided therein (the "Option Expiration Date").
- 4. <u>Partnership</u>. Upon the exercise of the Option by Purchaser, each of Seller and Purchaser shall contribute their respective undivided one-half (1/2) interests in the Real Estate

BOX 334

88337679

TH CHARLAGE DAY THERMSTRAIL ALLS THE THUSA ENGINEERS PAYER THE

al. in Charles Matt, Dag. deel Gorbah Sternberg & Lacit Busyas of Laund Processon The State of the Control ration withhalfingupschin

inaz eteleko fulktiko kunun alitudi k Jimaz gavan daad ja lookun koor radiospedi (seutros) koj kando in observa. Pararok i sej u odnas pius universi (nomi.

(a) The contract of the con

MODEL NO LANGE CONTRACTOR OF THE STATE OF TH

97'87'8'EBB

to an Illinois general partnership to be formed between Purchaser and Seller upon the terms and conditions set forth in the Option Agreement.

- 5. Effect of Option. The rights granted to Seller and Purchaser in the Option Agreement shall run with the Land and shall be superior to all subsequently acquired rights or interests in the Land unless provided expressly to the contrary in the Option Agreement.
- 6. Purpose of Memorandum. This Memorandum of Option Agreement was prepared, signed and acknowledged solely for recording purposes under the laws of the State of Illinois and is in no way intended to change, alter, modify, amend or in any way effect the rights, duties and obligations of Purchaser and Seller purposent to the Option Agreement. For a full statement of the terms and conditions of the Option any party dealing with the Real Estate should refer to the Option Agreement, the sole intention and purpose of this instrument being to place parties dealing with the Real Estate on notice of the Option Agreement.
- Trustee's Exculpatory Clause. This Memorandum is executed by American National Bank and Trust Company of Chicago, not in its individual corporate capacity, but as Trustee as aforesaid, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said American National Bank in its individual corporate capacity with respect to any warranty or representation contained in this Agreement, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and the parties hereto and such other persons shall accept this instrument upon the express condition that no duty shall rest upon said American National Bank and Trust Company of Chicago, either in its individual corporate capacity, or as said Trustee, to collect, receive, sequester or retain for any purpose the rents, issues and profits arising from the property hereinabove described or the property or funds at any time subject to faid Trust Agreement, or the proceeds arising from the sale or other disposition of any such property, or to continue as such Trustee, or to retain any right, title or interest in or to the property hereinabove described or in or to any part or all of the property or funds at any time subject to said Trust Agreement.

and the second of the second o

Stopenty of Coop County Clarks Office

IN WITHESS WHEREOF, the parties have caused this Memorandum of Option Agreement to be executed on the day and year first

OPTIONORS/SELLER:

above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as

aforesaid

Its:

TRIANGLE BRYN MAWR LIMITED

PARTNERSHIP

By:

Michael J. Swerdlow General Partner

Opology Ox Cook OPTIONEE/PURCHASER:

M-P BRYN MAWR CORP.

President

మాయ్రాలో మాట్లో ఉన్నారి. కేంద్రం కేంద్రం కేంద్రం కేంద్రం కేంద్రం కేంద్రం కేంద్రం కేంద్రం కోడుకోవాడి. మాట్లోకే కాటుకొంటే కాటాలు కేంద్రం కాట్లో కాటు కెంద్రం కేంద్రం కేంద్రం కేంద్రం కేంద్రం కేంద్రం కేంద్రం కెంద్రం మాట్లోకే మాట్లో కేంద్రం కేంద్రం కాట్లో కాటుకోవాడి.

TATIEN AMERICANA NEL CALLANT LE CONTRA LA CONT

CONTRACTOR

សារសម្មាន ខេត្ត។ ប្រជាពិធីសិស្សាគ្នាទី

SESSION OF

UNOFFICIAL COPY 8 8 3 3 7 6 7 9

COUNTY OF COOK) SS:	
The foregoin acknowledged before	g Memorandum of Orre me this da	y of July, 1988 by
association, on beha		of American go, a national banking
"OFFICIAL SEAL" Karen E. Burta Notary Public, State of ininols My Commission Expires 8/27/90	Not My commission	tary Public expires:
STATE OF Dewlake	} ss: County	

The foregoing Memorandum of Option Agreement was acknowledged before me this Low day of July, 1988 by Michael J. Swerdlow, a general partner of Triangle Bryn Mawr Limited Partnership, a Delaware limited partnership, on behalf of said partnership.

NANCY K, FELCHER Notary Public, State of New York No. 60-4773089 Qualified in Westchester County Term Expires January 31, 1989

STATE OF ILLINOIS

My commission expires:

SICHLIAIT TO WARE ROCE 90 PM NOO

in a series of the series of t Parada Bandani et La c 74 Set 1 242 reministra goldened reporter. Company Learner We VIII SET THE LAMB PROPERTY

> State of the state

en in the professional

where the ease ages $\{y,y\}$, with the second favorable $\{y,y\}$. The constant $\{y,y\}$ tu Batalas JANES CONTRACTOR an of the property of the services Basa Bo Baccas an inglocations by th ានជាក្នុង។ ១៩១៨១៩ភូ

> NANCY R. FLECTION
> HOLARY PLOID (** Sector State State)
> L. Sea Trypys
> Organization (** Sector State) Team Laples January 51 1989

្ឋានបង្គិណ្ឌៈ ស្នានៃជានៃជាសេខ ខុស

eranseas

STATE OF ILLINOIS) SS: COUNTY OF COOK

The foregoing Memorandum of Option Agreement was acknowledged before me this 27 day of July, 1988 by Lee Miglin, the president of M-B Bryn Mawr Corp., an Illinois corporation, on Property of Cook County Clerk's Office behalf of said corporation.

My commission expires: 1/30/90

STAND OF TANKAGES

សត្ស ប្រជាពលម្បីប្រទេស ស្រុមជំនាញមេ ប្រជាពលមេ ស្រុម ប្រជាពលមេ ប្រជាពលមេ អាចប្រធានប្រជាពលមេ ប្រជាពលមេ ប្រជាពលម ក្រុម ស្រុមជាស្ថិត ស្រុម ស្រុមជាស្ថិត ស្រុមជាស្ថិត មានប្រជាពលមេ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលមេ ប ស្រុម ស្រុមប្រជាពលម្បីស្រុម ស្រុម្បី ស្រុមប្រជាពលម្រើស ស្រុមប្រជាពលមេ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលមេស ស្រុមប្រជាពលមេ ស្រុមប្រជាពលម្អ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលម្ភិត ស្រុមប្រជាពលម្អ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលម្អ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលម្អ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលម្អ ស្រុមប្រឹក្សា ស្រុមប្រជាពលម្អ ស្រុមប្រជាពលមេ ស្រុមប្រជាពលម្អ ស្រុមប្រជាពលម្

On the second residence that the County Coun

TOTICE BUT

Exhibit A

Legal Description

Lots 16 to 45, both inclusive, and Lots 76 to 105, both inclusive, in Chicago's Forest Ridge Estates, being a Subdivision of the North Half of the Northwest Quarter of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: Property bounded by East River Road, Bryn Mawr Avenue, Oakview Avenue and Catalpa Avenue,

Chicago, Illinois

12-11-104-001 through 12-11-104-030 5-00.
COOK COUNTY CORE PIN: 12-11-105-001 through 12-11-106-030

DEFT-01 RECORDING \$16. T#2222 TRAN 2148 07/28/88 15:23:00

8833767**9**

1600

ung tuangante diputal

naud on Forth Community of the control of the contr The Secretary Secretary County Clark's Office

6.000.008