

UNOFFICIAL COPY

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700/0097 08 001 Page 1 of 5  
2002-05-15 13:52:43  
Cook County Recorder 29.00



(2)

209769

QUITCLAIM DEED

(The Above Space For Recorder's Use Only)

Grantor, the CITY OF CHICAGO, an Illinois municipal corporation ("Grantor"), for and in consideration of TEN AND 00/100 DOLLARS (\$10.00) conveys and quitclaims, pursuant to an ordinance adopted December 10, 1997 to THE HABITAT COMPANY, an Illinois corporation, not personally but as Receiver for the Chicago Housing Authority ("CHA") Scattered Site Program (The Habitat Company in its capacity as Receiver shall be referred to herein as "Grantee"), having its principal office at 350 West Hubbard Street, Suite 500, Chicago, Illinois 60610 all interest and title of Grantor in the following described real property ("Property"):

SEE ATTACHED EXHIBIT A

Further, this quitclaim deed ("Deed") is made and executed upon, and is subject to certain express conditions and covenants hereinafter contained, said conditions and covenants being a part of the consideration for the Property and are to be taken and construed as running with the land, and Grantee hereby binds itself and its successors, assigns, grantees and lessees to these covenants and conditions which covenants and conditions are as follows:

FIRST: Grantee shall devote the Property only to the uses permitted by Section 4(A) of that certain Agreement for the Sale and Redevelopment of Land entered into by Grantor and Grantee on May 15, 2002 ("Agreement") which was recorded with the Cook County Recorder of Deeds Office ON May 15, 2002 as document # 0020554933.

SECOND: Grantee shall pay real estate taxes and assessments from and after the date hereof on the Property or any part thereof when due. Grantee shall not suffer or permit any levy or attachment to be made or any other encumbrance or lien to attach to the Property, except as permitted by the Agreement.

Box 430

Exempt under Real Estate Transfer Tax Law 35 ILCS 200/31-45  
sub par. 6 and Cook County Ord. 93-0-27 par. 6

Date 5.15.02 Sign. [Signature]

**THIRD:** Grantee shall promptly commence or cause to be commenced upon each parcel constituting the Property the construction of housing or the improvement of open space in connection therewith as such terms are defined in the Agreement ("Improvements") and shall diligently proceed with the construction of the Improvements to completion; provided, that, in any event, construction of the Improvements shall commence within five (5) years of the date of this Deed.

**FOURTH:** Except as permitted in Section 7 of the Agreement, Grantee shall have no right to convey any right, title or interest in the Property, until the obligations contained in the Agreement have been satisfied.

**FIFTH:** Grantee agrees for itself and any successor in interest not to discriminate based upon race, religion, color, sex, national origin or ancestry, age, handicap, sexual orientation, military status or source of income in the sale, lease, or rental of the Property or any part thereof or of any improvements erected or to be erected thereon or any part thereof.

The covenants and agreements contained in covenants numbered **FIRST, SECOND, THIRD** and **FOURTH** shall terminate upon the occurrence of those events described in Section 5 of the Agreement except only that the termination of the covenant numbered **SECOND** shall in no way be construed to release Grantee from its obligation to pay real estate taxes and assessments on the Property or any part thereof. The covenant numbered **FIFTH** shall remain in effect without any limitation as to time.

In the event that subsequent to the conveyance of the Property or any part thereof and prior to the occurrence of those events described in Section 5 of the Agreement, Grantee defaults in or breaches any of the terms or conditions of the Agreement which have not been cured or remedied within the period and in the manner provided for in the Agreement, Grantor may re-enter and take possession of the Property and terminate the estate conveyed by this Deed, and such title, right and interest of Grantee, or any assigns or successors in interest, to and in the Property shall revert to Grantor.

Notwithstanding any of the provisions of this Deed, including but not limited to those which are intended to be covenants running with the land, the holder of any mortgage or trust deed or a holder who obtains title to the Property as a result of foreclosure of such mortgage or trust deed shall not be obligated by the provisions of this Deed to construct or complete the construction of the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in this Deed be construed to so obligate such holder. Nothing in this section or any section or provision of this Deed shall be construed to permit any such holder to devote the Property or any part thereof to a use or to construct improvements thereon other than those permitted in the Agreement.

For purposes of the foregoing paragraph, a holder of any mortgage or trust deed does not include a party who acquires title to the Property from or through such holder, or a purchaser at a foreclosure sale other than the holder of the mortgage which is the subject of such foreclosure proceeding.

In the event Grantee wishes to make any change in regard to the use of the Property, such change in use be approved in writing by the Commissioner of the Department of Planning and Development, 121 North LaSalle Street, Chicago, Illinois, 60602.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto duly affixed and attested, by the Mayor and by the City Clerk, on or as of the 15<sup>th</sup> day of May, 2002.

CITY OF CHICAGO, a municipal corporation

By: Richard M. Daley  
RICHARD M. DALEY, Mayor

ATTEST:

James J. Laski  
James J. Laski, City Clerk

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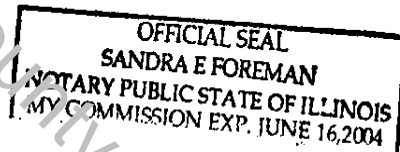
20554934

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James J. Laski, personally known to me to be the City Clerk of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that as Clerk, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of MAY, 2002.

Sandra E. Foreman
NOTARY PUBLIC



(SEAL)

My commission expires

This instrument was prepared by:

ANDREA L. YAO
Assistant Corporation Counsel
30 N. LaSalle Street
Suite 1610
Chicago, Illinois 60602
312/744-1826
c:\ay\habco.qcd

Mail Deed To: S

ANN MCKENZIE
THE HABITAT COMPANY
350 W. HUBBARD
CHICAGO, IL 60610

THIS TRANSFER IS EXEMPT PURSUANT TO THE PROVISIONS OF THE REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45; AND SECTION 3-3 2-030B7(b) OF THE CHICAGO TRANSACTION TAX ORDINANCE

## EXHIBIT A

### CITY PROPERTIES

**PARCEL A: 4326 South Berkeley Street, Chicago, Illinois**

209788 ✓  
LOT 4 OF SUBDIVISION OF LOTS 1 TO 8 INCLUSIVE IN BLOCK 2 ~~IN SUBDIVISION OF THE SOUTH 412.5 FEET OF LOT 2~~ IN ABELL'S SUBDIVISION OF THE SOUTH 412.5 FEET OF LOT 2 OF THE SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, SUBDIVISION BY EXECUTOR'S OF E.K. HUBBARD OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-02-302-030

**PARCEL B: 4311 South Ellis Avenue, Chicago, Illinois**

209769 ✓  
LOT 4 IN <sup>BARRY'S</sup> ~~BARRY'S~~ SUBDIVISION OF LOTS 28 TO 32 IN ~~PATTERSON'S~~ SUBDIVISION OF THE NORTH 3.79 CHAINS OF BLOCK 2 IN SUBDIVISION BY EXECUTORS OF E.K. HUBBARD OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-02-302-005 ✓

**PARCEL C: 4325-29 South Berkeley, Chicago, Illinois**

✓  
PARCEL 1: LOT 3 IN OTIS' SUBDIVISION OF LOTS 27 TO 30 INCLUSIVE IN BLOCK 1 IN ABELL'S SUBDIVISION OF THE SOUTH 412.5 FEET OF LOT 2 OF THE SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

209787 ✓  
PARCEL 2: LOT 4 IN OTIS' SUBDIVISION OF LOTS 27 TO 30 INCLUSIVE IN BLOCK 1 IN ABELL'S SUBDIVISION OF THE SOUTH 412.5 FEET OF LOT 2 OF THE SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

✓  
PARCEL 3: LOT 5 IN OTIS' SUBDIVISION OF LOTS 27 TO 30 INCLUSIVE IN BLOCK 1 IN ABELL'S SUBDIVISION OF THE SOUTH 412.5 FEET OF LOT 2 IN THE SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 20-02-303-011-0000 (AFFECTS PARCEL 1); ✓  
20-02-303-012-0000 (AFFECTS PARCEL 2); AND ✓  
20-02-303-013-0000 (AFFECTS PARCEL 3) ✓