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QUIT CLAIM DEED

Statutory (Illinois)
(Corporation to Corporation)

Property

Above Space For Recorder's Use Only

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THE GRANTOR, MISSIONARY SISTERS OF THE SACRED HEART, an Illinois not-for-profit corporation created and existing under and by virtue of the laws of the State of Illinois ("Grantor") and duly authorized to transact business in the State of Illinois, for the consideration of TEN and NO/100 DOLLARS (\$10.00), and other good and valuable consideration in hand paid, and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and QUIT CLAIMS to CATHOLIC HEALTH PARTNERS SERVICES, an Illinois not-for-profit corporation organized and existing under and by virtue of the laws of the State of Illinois ("Grantee"), having its principal office at the following address: 2875 W. 19th Street, Chicago, Illinois 60623 all interest in the air rights set forth in Exhibit "A" attached hereto and by this reference made a part hereof, situated in the County of Cook and State of Illinois, which air rights are conveyed subject to the reserved rights set forth in Exhibit "B" attached hereto and made a part hereof, which the Grantor hereby excepts from such conveyance and reserves unto itself.

Grantor further hereby CONVEYS and QUIT CLAIMS to Grantee, its successors and assigns, any and all development rights within or related to Lot 1 in Columbus Hospital Subdivision, being a subdivision in the Southwest 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (referred to herein as "Lot 1"), including the rights to use all floor area available to said Lot 1, which are in excess of the floor area of the existing improvements located on said Lot 1, such conveyance of excess floor area to be for all purposes, including the purposes of determining the floor area which may be permitted by the City of Chicago for improvements constructed or to be constructed on Lot 2 in Columbus Hospital Subdivision.

Exempt under provisions of Section 31-45, Paragraph (b),
Real Estate Transfer Tax Act (35 ILCS 200/31, et. seq.)

BOX 333-CTI

By: *Stephen P. Reiff*
Buyer, Seller or Representative

Date: 2-15-02, 2002

Permanent Real Estate Index Number: 14-28-319-036-0000

Address(es) of Real Estate: Air rights parcel lying above a parcel of land commonly known as the Chapel and the Shrine on the property at 2520 N. Lakeview Avenue, Chicago, Illinois 60614

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In Witness Whereof, said Grantor has caused its name to be signed to these presents by its President this 18th day of February, 2002.

MISSIONARY SISTERS OF THE SACRED HEART

By: Dr. Guis Kopun bin, M.S.C.

Its: President

Property of Cook County Clerk's Office

CHA105981.3

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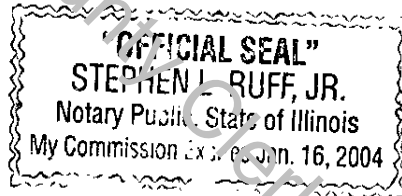
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Sr. Lina Colombini, MSC, President of **MISSIONARY SISTERS OF THE SACRED HEART**, an Illinois not-for-profit corporation, who is 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 severally acknowledged that [he] [she] signed and delivered the said instrument as [his] [her] own free and voluntary act, and as the free and voluntary act of said not-for-profit corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of February, 2002.


Notary Public

Commission expires Jan. 16, 2004



This Instrument Was Prepared By

Charles L. Byrum, Esq.
Gardner, Carton & Douglas
321 N. Clark Street
Suite 3400
Chicago, Illinois 60610

MAIL TO:
Katherine N. O'Connell
Gardner, Carton & Douglas
321 N. Clark Street
Suite 3400
Chicago, Illinois 60610

SEND SUBSEQUENT TAX BILLS TO:
Kathleen Devine
Catholic Health Partners Services
2875 W. 19th Street
Chicago, Illinois 60623

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EXHIBIT "A"

Legal Description of Air Rights Premises

THAT PART OF LOT 1 IN COLUMBUS HOSPITAL SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE OF ELEVATION +107.00 CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

Address of Property : 2520 North Lakeview Avenue
Chicago, Illinois

Permanent Index Number: 14-28-319-036-0000

CHN104935.7

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EXHIBIT "B"

Reservation of Rights

This Reservation of Rights is attached to and forms a part of the Quit Claim Deed made by the Missionary Sisters of the Sacred Heart, an Illinois not-for-profit corporation, as Grantor, and Catholic Health Partners Services, as Grantee, which Quit Claim Deed conveys the air rights legally described in Exhibit "A" attached to the Quit Claim Deed. The air rights property described in the legal description attached as Exhibit "A" to the Quit Claim Deed is conveyed subject to the reserved rights set forth in this Exhibit "B", which the Grantor hereby excepts from such conveyance and reserves unto itself.

1. Definitions. Whenever used in the following provisions of this Quit Claim Deed, the following terms shall have the respective meanings specified below:

2003 Equivalent Dollars. The equivalent purchasing power at any time of the value of the same number of U.S. Dollars in calendar year 2003. The 2003 Equivalent Dollars of any amount shall be determined by multiplying said amount by one (1) plus a fraction (but not less than zero) (expressed as a percentage), the numerator of which is the difference obtained by subtracting (x) the Consumer Price Index for January, 2003 from (y), the monthly Consumer Price Index (as hereinafter defined) last published prior to the date of such determination, and the denominator of which is the Consumer Price Index for January, 2003. As used herein, the term "**Consumer Price Index**" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, Chicago, Gary, Lake County, IL-IN-WI All Items (Base Year 1982-4 = 100) for the applicable month published by the Bureau of Labor Statistics of the United States Department of Labor or similar index agreed to by the Owners if such index is no longer available.

Act. The Condominium Property Act of the State of Illinois in effect as of the date hereof, as the same may be amended from time to time.

Air Rights Improvements. All improvements now located on or to constructed upon and within the Air Rights.

Air Rights Owners. The person or persons or entity or entities, excluding the holders of any mortgage [whether a mortgage of the Air Rights Property or of a condominium unit], whose estates or interests, individually or collectively, aggregate, from time to time, fee simple ownership of the Air Rights Property, together with any lessee(s) of the Air Rights, are hereinafter collectively referred to as the "Air Rights Owner." If and so long as the Air Rights Property or any portion thereof has been submitted to and remains subject to the provisions of the Act, the Air Rights Owner shall mean

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collectively the lessee(s) of the Air Rights, if any, and one or more Condominium Associations for Unit Owners in and to the Air Rights Property and not individually.

Air Rights Property. All interest in the air rights real property legally described on Exhibit A attached to the Quit Claim Deed, located in the City of Chicago, County of Cook and State of Illinois.

Amended Declaration. The Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements by and between 2520 North Lakeview Development LLC, an Illinois limited liability company, and Missionary Sisters of the Sacred Heart, an Illinois not for profit corporation, which is being recorded with the Recorder (as defined below) on or about the date of the recording of this Quit Claim Deed.

Chapel. That portion of the improvements presently situated on Lot 1 as of the date of this Quit Claim Deed comprised of the Chapel and the breeze way connecting the Chapel to the Shrine.

Condominium Association. If and when any portion of the Property is submitted to the Act, and legally becomes a condominium property, then an Illinois not-for-profit corporation to be formed for the purpose of administering the respective portion(s) of the Property pursuant to Act.

Condominium Declaration. Any declaration of condominium ownership and of easements, restrictions, covenants and by-laws which submits any portion(s) of the Property to the provisions of the Act.

Creditor Owner. An Owner (A) to whom payment of money or other duty or obligation is owed under this Quit Claim Deed by another Owner who has failed to make such payment or to perform such duty or obligation as and when required by this Declaration or (B) who has exercised any self-help remedy provided for in this Quit Claim Deed. (An Owner may be a Creditor Owner notwithstanding that the term "Creditor Owner" is not specifically stated in a particular provision of this Quit Claim Deed.)

Default Amount. Such sum of money, and any accrued but unpaid interest thereon, owed by a Defaulting Owner (as hereinafter defined) to a Creditor Owner by virtue of the terms and conditions contained in this Quit Claim Deed.

Defaulting Owner. An Owner who has failed to perform any of its duties or obligations as and when required under this Quit Claim Deed or to make payment of money owed under this Quit Claim Deed to another Owner. (An Owner may be a Defaulting Owner notwithstanding that the term "Defaulting

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Owner” is not specifically stated in a particular provision of this Quit Claim Deed.).

Emergency Situation. A situation (i) impairing or imminently likely to impair the structural support of the Lot 1 Improvements; (ii) causing or imminently likely to cause bodily injury to persons or substantial physical damage to the Lot 1 Property or the Lot 2 Property or any property in, on, under, within, upon or about the Lot 1 Property or the Lot 2 Property; (iii) causing or imminently likely to cause substantial economic loss to the Lot 1 Owner or the Lot 2 Owner or the Air Rights Owner; or (iv) substantially disrupting or imminently likely to substantially disrupt the Lot 1 Property or the Lot 2 Property or the Lot 1 Owner's or the Lot 2 Owner's respective use and enjoyment of Lot 1 Property or Lot 2 Property, as the case may be, for its intended purposes. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation.

Lot 1. The real property legally described as:

Lot 1 in Columbus Hospital Subdivision, being a subdivision in the Southwest 1/4 of Section 28, Township 40, North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Lot 1 Improvements. All improvements now located on or, to be constructed upon and within Lot 1 by the Grantor, its successors, grantees or assigns, subject to the terms, conditions, restrictions and limitations contained in the Amended Declaration.

Lot 1 Owner. The person or persons or entity or entities (excluding occupants or tenants and the holders of any mortgage) whose estates or interests, individually or collectively, aggregate, from time to time, fee simple ownership of the Lot 1 Property, are hereinafter collectively referred to as the “Lot 1 Owner.” At the date of this Quit Claim Deed the Lot 1 Owner is the Grantor.

Lot 1 Property. Lot 1, improved with the Lot 1 Improvements.

Lot 2. The real property legally described as:

Lot 2 in Columbus Hospital Subdivision, being a subdivision in the Southwest 1/4 of Section 28, Township 40, North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

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Lot 2 Improvements. All improvements now located on or to be constructed (subject to the terms, conditions, restrictions and limitations combined in the Amended Declaration) upon and within Lot 2.

Lot 2 Owner. The person or persons or entity or entities (excluding occupants or tenants and the holders of any mortgage) whose estates or interests, individually or collectively, aggregate, from time to time, fee simple ownership of the Lot 2 Property, are hereinafter collectively referred to as the "Lot 2 Owner." If and so long as the Lot 2 Property or any portion thereof has been submitted to and remains subject to the provisions of the Act, the Lot 2 Owner shall mean collectively all of the Unit Owners in and to the Lot 2 Property, and not individually.

Lot 2 Property. Lot 2, improved with the Lot 2 Improvements.

Owners. The Lot 1 Owner, the Lot 2 Owner, the Air Rights Owner, or any of them.

Person. Any individual, partnership, firm, associations, corporation, limited liability company, trust, land trust or any other form of business or not-for-profit organization or governmental entity.

Property. A collective reference to the Lot 1 Property, the Lot 2 Property, and the Air Rights Property.

Recorder. The Recorder of Deeds of Cook County, Illinois.

Shrine. That portion of the Improvements currently situated as of the date of this Quit Claim Deed on Lot 1 comprised of the Shrine dedicated to St. Frances Xavier Cabrini and the anteroom abutting the Shrine to St. Frances Xavier Cabrini.

Unavoidable Delay. That period of time during which any obligation hereunder shall be prevented or delayed, retarded or hindered by any act of God, fire, earthquake, flood, explosion, actions of the elements, adverse weather conditions, war, terrorist acts, invasion, insurrection, riot, civil commotion, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials, fuel or supplies in the open market, failure of transportation, strikes, lock-outs, action of labor unions, condemnation, requisition, laws, governmental action or inaction, any appeal or other formal adverse action made with respect to permits, licenses or approvals, inability to obtain utilities, orders of government or civil or military or naval authorities or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of an Owner, its successors or assigns, or its agent, licensee, contractor, subcontractor, concessionaire or employee

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(other than inability to make payment of money).

2. Reservation. The Grantor hereby excepts and reserves to itself, and each successor Lot 1 Owner, in perpetuity, the right, subject to the terms and conditions set forth herein, to enter upon the Air Rights Property at reasonable times and, except in the case of an Emergency Situation, upon reasonable advance written notice to the Air Rights Owner, for the purpose of gaining access to portions or all of the Lot 1 Improvements to repair, maintain and/or replace all or any portions of the Lot 1 Improvements. During an Emergency Situation, the Lot 1 Owner shall have the right to enter the Air Rights to repair, maintain and/or replace all or any portions of the Lot 1 Improvements upon reasonable advance notice, if possible under the circumstances and which notice may be oral, for such reasonable time as shall be required for the Lot 1 Owner to deal effectively with the Emergency Situation. After the Emergency Situation is concluded, the Lot 1 Owner shall with reasonable promptness notify the Air Rights Owner of the existence of the Emergency Situation and what steps were taken by the Lot 1 Owner to deal with such Emergency Situation.

This right of entry upon the Air Rights Property includes and confers upon the Lot 1 Owner the right to erect cranes, booms, towers and scaffolding in any portion or portions of the Air Rights Property reasonably necessary in the reasonable opinion of Lot 1 Owner, in accordance with generally accepted construction industry standards then in effect, to gain access to the Lot 1 Improvements to repair, maintain and/or replace all or portions of the Lot 1 Improvements. The erection, use, dismantling and removal of all cranes, booms, towers and scaffolding within the Air Rights Property shall be performed in accordance with all applicable laws, regulations, ordinances and building codes and generally accepted construction industry standards. The right of entry upon the Air Rights Property is subject to the condition that the Lot 1 Owner take reasonable steps, in accordance with all applicable laws, regulations, ordinances and building codes and generally accepted construction industry standards to prevent damage or destruction to the Lot 2 Improvements and bodily injury and loss of life to the occupants, guests and invitees of Lot 2.

Prior to entry upon the Air Rights Property, the Lot 1 Owner, except in the case of an Emergency Situation, shall notify the Air Rights Owner in writing at least 30 days prior to the commencement of the work for which access to the Air Rights Property is needed to gain access to the Lot 1 Improvements for the repair, maintenance and/or the replacement of all or portions of the Lot 1 Improvements. The notice shall set forth the estimated period of time access to the Air Rights Property will be required, whether cranes, booms, towers and scaffolding will be erected in any portion of the Air Rights Property, and during the prosecution of the work the reasonable steps which the Lot 1 Owner will take to prevent damage or destruction to the Lot 2 Improvements and bodily injury and loss of life to the occupants, guests and invitees of Lot 2.

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The Lot 1 Owner shall use commercially reasonable efforts, in accordance with generally acceptable construction industry standards, to diligently prosecute and complete the repair, maintenance and/or replacement work on the Lot 1 Improvements for which access via the Air Rights Property is necessary, and the dismantling and removal of all cranes, booms, towers and scaffolding from the Air Rights as expeditiously as reasonably possible subject to Unavoidable Delay.

No Owner shall be deemed to be in default in the performance of any obligation created under or pursuant to this Quit Claim Deed, if and as long as non-performance of such obligation shall be attributable to an Unavoidable Delay, and the time limit for such performance shall be extended for a period equal to the period of any such Unavoidable Delay. An Owner who is unable to perform because of an Unavoidable Delay shall notify the other Owner in writing of the existence and nature of any Unavoidable Delay within a reasonable time after the onset of any such Unavoidable Delay. The notifying Owner shall, from time to time upon written request of the notified Owner keep the notified Owner fully informed, in writing, of all further developments concerning any such Unavoidable Delay. An Owner who utilizes Unavoidable Delay as a reason for non-performance of an obligation shall use commercially reasonable efforts to minimize the effect of any such Unavoidable Delay.

The Air Rights Owner covenants and agrees with the Lot 1 Owner not to construct or erect any structures or improvements in the Air Rights Property, except for balconies, ledges, or other architectural features or protrusions that are attached to and form a part of the Lot 2 Improvements, provided, however, that any such balconies, ledges, or other architectural features or protrusions do not materially restrict, impair, or interfere with the rights of the Lot 1 Owner, subject to the conditions set forth herein, to gain access to all or a portion of the Lot 1 Improvements via the Air Rights Property for the purposes of repair, maintenance, and/or replacement of all or any portions of the Lot 1 Improvements.

Except in an Emergency Situation, the repair, maintenance and/or replacement work on all or any portion of the Lot 1 Improvements accessed via the Air Rights Property, and the dismantling and removal of all cranes, booms, towers, and scaffolding from within the Air Rights Property shall be limited to the hours of 7:00 a.m. to 4:30 p.m., applicable time in Chicago, Illinois and, except in an Emergency Situation, no work shall be performed on all or any portion of the Lot 1 Improvements accessed via the Air Rights Property, on Saturdays or Sundays or legal holidays.

Except in an Emergency Situation, no artificial lighting shall be used in or which illuminates all or any portion of the Air Rights Property during the repair, maintenance and/or replacement work on all or any portion of the Lot 1 Improvements accessed via the Air Rights Property and during the dismantling and removal of all cranes, booms, towers and scaffolding from the Air Rights Property.

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3. Indemnifications. Each Owner (hereinafter in this section the “Indemnifying Owner”) covenants and agrees, at its sole cost and expense, to indemnify, defend, and hold harmless the other Owner (hereinafter in this section the “Indemnitee”) from and against any and all claims, including any actions or proceedings, against the Indemnitee, for losses, liabilities, damages, judgments, costs, and expenses by or on behalf of any Person) other than the Indemnitee (excluding, however, any and all consequential, compensatory, punitive, and special damages), arising from the Indemnifying Owner’s negligent use of, possession of or entry upon the Air Rights Property, or any activities conducted therein including, without limitation, the Lot 1 Owner’s erection and dismantling and removal of any cranes, booms, towers and scaffolding within the Air Rights Property, and repair, maintenance or replacements to the Lot 1 Improvements accessed via the Air Rights Property. The foregoing obligation of the Indemnifying Owner to indemnify, defend and hold harmless the Indemnitee shall include all costs, reasonable attorneys’ fees (including appeals from any judgment or order), expenses and liabilities incurred with respect to any such claim, action, or proceeding arising therefrom, but only to the extent the Indemnitee is not insured against such losses, liabilities, damages, judgments, costs, or expenses under valid and collectible insurance policies. In case any action or proceeding is brought against the Indemnitee by reason of such claim, Indemnifying Owner, upon notice from Indemnitee, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to Indemnitee. Any counsel for the insurance company providing insurance against such claim, action, or proceeding shall be presumed reasonably satisfactory to Indemnitee.
4. Insurance. Each of the Owners, at their sole cost and expense, shall procure and maintain the insurance described in this section. At anytime and for so long as any portion of the Property has been submitted to and is subject to the Act, then the Condominium Association shall be the Person responsible for procuring and maintaining the following insurance relating to said portion of the Property:
- (i) Each of the Owners, at their sole cost and expense shall insure against public liability claims and losses on a comprehensive or commercial general liability form of insurance with broad form coverage endorsements covering claims for personal and bodily injury, or property damage occurring in, or on, under, within, upon or about that portion of the Property owned by it, or as a result of operations thereon (including contractual liability covering obligations created by this Quit Claim Deed, including, but not limited to, those indemnity obligations contained herein), but in all events for limits, as to each Owner and its portion of the Property, of not less than \$1,000,000 (in 2003 Equivalent Dollars) combined single limit for personal and bodily injury or property damage and with an amount of not less than \$3,000,000 (in 2003 Equivalent Dollars) of umbrella coverage.
 - (ii) Copies of all renewal insurance policies or binders with summaries of coverages afforded and evidencing renewal shall be delivered by each Owner

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to the other Owners, and specifically by the Lot 1 Owner prior to Lot 1 Owner's entry upon the Air Rights Property or the conduct of any activities therein, including without limitation, any construction, alterations, erection and dismantling and removal of any cranes, booms, towers, and scaffolding within the Air Rights Property to gain access to the Lot 1 Improvements to repair, maintain and/or replace all or portions of the Lot 1 Improvements, and to any mortgagees (if the other Owner is advised in writing by the Owner of the names and addresses of all such mortgagees) at least thirty (30) days prior to the expiration date of any such expiring insurance policy. Each Owner shall name the other Owners as additional insureds under all such policies of insurance. Binders shall be replaced with certified full copies of the actual renewal policies as soon as reasonably possible. Should an Owner fail to provide and maintain any policy of insurance required under this section, after written demand therefor, then the other Owners shall have the right, but not the obligation, to purchase such policy and the costs thereof shall be due from the Defaulting Owner within ten (10) days after the Creditor Owners' written demand therefor.

(iii) Provided that such a waiver does not invalidate the respective policy or policies or diminish or impair the insured's ability to collect under such policy or policies or unreasonably increase the premiums for such policy or policies unless the party to be benefitted by such waiver pays such increase, and without limiting any release or waiver of liability or recovery contained elsewhere in this Quit Claim Deed, each Owner hereby waives all claims for recovery from the other for any loss or damage to any of its property insured (or required hereunder to be insured) under valid and collectible insurance policies to the extent of any recovery collectible (or which would have been collectible had such insurance required hereunder been obtained) under such insurance policies plus any deductible amounts.

5. Remedies.

(a) Failure to Perform. If at any time, any Owner fails within ten (10) business days after notice or demand to pay any sum of money due to a Creditor Owner under or pursuant to these provisions of this Quit Claim Deed or any other time period expressly provided for such payment to be made (thereby becoming a Defaulting Owner) then, in addition to any other rights or remedies the Creditor Owner may have, the Creditor Owner shall have (A) a lien against the portion of the Property owned by the Defaulting Owner and (B) for a default under this Paragraph 5, a lien also against any insurance proceeds payable to the Defaulting Owner for loss or damage to such portion of the Property, as applicable, or otherwise under insurance policies carried pursuant to Paragraph 4 hereof to secure the repayment of such sum of money and all interest on such sum accruing pursuant to the provisions of this Paragraph 5. Such liens shall arise immediately upon the recording of a notice by the Creditor Owner with the Recorder and may be enforced by a proceeding in equity to

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foreclose such lien through a judicial foreclosure in like manner as a mortgage of real property in the State of Illinois. Such liens shall continue in full force and effect until the Default Amount shall have been paid in full. A Creditor Owner shall release its lien upon the Default Amount being paid in full. Notwithstanding the foregoing, a Creditor Owner's lien shall be superior to and shall take precedence over any Mortgage, trust deed or other encumbrance constituting a lien on the portion of the Property, as applicable, owned by the Defaulting Owner.

(b) Opportunity to Cure. The Non-Performing Owner shall not be deemed to be in default in performance of any obligation created under or pursuant to this Declaration, other than an obligation requiring the payment of a sum of money, if the default is cured within a period of thirty (30) days following written notice thereof from the other Owner. If the obligation which is the subject of the default is of a nature which cannot with due diligence be cured within a period of thirty (30) days, and if, prior to the expiration of such thirty (30) day period, the Non-Performing Owner commences to eliminate the cause of such default and proceeds diligently with reasonable dispatch to take all steps and do all work required to cure such default, then the Non-Performing Owner shall not be deemed to be in default of such obligation.

(c) No Diminution of Lien. No conveyance or other divestiture of title shall in any way affect or diminish any lien arising pursuant to this Paragraph 5, and any lien which would have arisen against any property pursuant to this Paragraph 5 had there been no conveyance or divestiture of title shall not be defeated or otherwise diminished or affected by reason of such conveyance or divestiture of title.

(d) Self Help. Without limiting any other rights or remedies of an Owner, including any other self-help provision of this Quit Claim Deed which grants an Owner the right to perform an obligation which the other Owner has failed to perform, a Creditor Owner shall have the right, in an Emergency Situation, upon reasonable advance notice, if possible under the circumstances and which may be oral, to perform the obligation which the Defaulting Owner has failed to perform beyond notice and the expiration of any cure periods applicable thereto until the Defaulting Owner cures such default. The Creditor Owner shall be entitled to payment from the Defaulting Owner for all costs and expenses (including reasonable attorneys' fees, including appeals from judgments or orders) paid or incurred by the Owner in performing such obligation which the Defaulting Owner has failed to perform after notice and the expiration of any cure periods applicable thereto.

(e) Cumulative Remedies. The rights and remedies provided for under this Paragraph 5 or elsewhere in this Quit Claim Deed are cumulative and not intended to be exclusive of other remedies to which an Owner may be entitled at law or in equity or by statute, including, without limitation, the right to injunctive relief.

6. Lot 1 Improvement Alterations. Nothing set forth in this Quit Claim Deed is intended to or shall confer any right upon the Lot 1 Owner to increase the height of

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the Lot 1 Improvements beyond the height of the Chapel and Shrine as they exist on the date of this Quit Claim Deed. In addition, the Lot 1 Owner shall not have the right to make any additions, improvements or alterations to the Lot 1 Improvements without the consent of the Air Rights Owner, which consent may be withheld in the sole and absolute discretion of the Air Rights Owner, if such additions, improvements or alterations would enlarge or expand any of the Lot 1 Improvements outside the existing dimensions of the Lot 1 Improvements as they exist on the date of this Quit Claim Deed or otherwise interfere with any sight lines or views enjoyed by any Lot 2 Owner or any Unit Owner.

7. Transfer of Ownership. If an Owner shall sell, assign, transfer, convey, lease, or otherwise dispose of its portion of the Property (other than as security for a loan to such Owner), then (a) such Owner shall be entirely freed and relieved of any and all covenants and obligations arising under or contained within this Quit Claim Deed which accrue under this Quit Claim Deed from and after the date such Owner shall so sell, assign, transfer, convey, lease, or otherwise dispose of its interest in such portion of the Property, and (b) the Person who succeeds to Owner's interest in such portion of the Property or who is the lessee of such portion of the Property shall be deemed to have assumed any and all of the covenants and obligations arising under this Quit Claim Deed of such Owner both theretofore accruing or which accrue under this Quit Claim Deed from and after the date such Owner shall so sell, assign, transfer, convey, lease, or otherwise dispose of its interest in such Property. Specifically, if Grantee shall sell, assign, transfer, convey, lease or otherwise dispose of all of the Air Rights Property, then Grantee shall be entirely freed and relieved of any and all covenants, obligations, and all other matters arising under or contained within this Quit Claim Deed, whether accrued or not, for which a claim has not been made against Grantee at the time of such sale, assignment, transfer, conveyance, lease or other disposition of all of the Air Rights Property, providing any subsequent Grantee or Lessee agrees in writing to perform and abide by all the obligations and covenants contained in this Reservation of Rights.
8. Binding Effect. The terms, conditions and covenants contained in this Quit Claim Deed shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Lot 1 Property and the Air Rights Property, and each of the foregoing shall run with the Lot 1 Property and the Air Rights Property.
9. Notices. All notices required by the provisions of this Quit Claim Deed shall be served on the parties and in the manner prescribed in Article 18 of the Amended Declaration which Article 18 is incorporated herein in its entirety as if fully set forth herein.

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Internal Revenue Service

Department of the Treasury

**P. O. Box 2508
Cincinnati, OH 45201**

Date: April 25, 2002

Person to Contact:

Tonya Martin 31-07387

Customer Service Representative

Toll Free Telephone Number:

8:00 a.m. to 6:30 p.m. EST

877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

51-0217097

Group Exemption Number:

0928

**Catholic Health Partners Services
2520 N. Lakeview Avenue
Chicago, IL 60657-6211**

Property of Customer Service Office

Dear Sir or Madam:

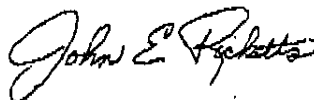
We have received your telephone call regarding your organization's federal tax exempt status.

Our records indicate your organization is exempt under section 501(c)(3) of the Internal Revenue Code, and it is not a private foundation, within the meaning of 509(a) of the Code, because your organization is described in sections 509(a)(1) and 170(b)(1)(A)(i). Your organization is included in the group ruling issued to the United States Conference of Catholic Bishops. The United States Conference of Catholic Bishops is listed in Publication 78. Donors may deduct contributions to your organization under section 170 of the code.

As your organization is included in a group ruling, there is not an individual exemption letter for it. The group exemption letter applies to all of the subordinate organizations on whose behalf the United States Conference of Catholic Bishops has applied for recognition of exemption. If you want a copy of the group exemption letter, please contact your central organization.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



John E. Ricketts, Director, TE/GE
Customer Account Services

30118214