Cook County Recorder

32.50

QUITCLAIM DEED

The Habitat Company LLC, an Illinois limited liability company, not personally, but solely in its official capacity as Receiver for the Chicago Housing Authority and as successor to The Habitat Company (the "Grantor" or "Receiver"), having its principal place of business at 350 West Hubbard Street, Suite 500, Chicago, Illinois 60610, for and in consideration of Ten and 00/100 Dollars (\$10.00) conveys and quitclaims to Genesis Homes LLC. an Illinois limited liability company (the "Grante(")) having its principal place of business at 4927 Main Street, Skokie, Illinois, subject to the terms increof, all interest and title of Grantor in the property described in Exhibit A attached hereto and incorporated herein by reference (the "Property").



This Deed is made and executed upon and is subject to certain express conditions and covenants, which are part of the consideration for the conveyance of the Property and are to be taken and construed as running with the land and Grantee hereby binds itself, its successors, assigns, grantees and lessees to hese covenants and conditions which covenants and conditions are as follows:

- 1. The Grantee shall devote the Property only to the uses specified in the applicable provisions of the Turnkey Contract of Sale dated December 29, 2002 (the "Contract") entered into by Grantor and Grantee respecting the construction of improvements on the Property and the sale of the Property.
- 2. The Grantee shall pay real estate taxes or assessments on the Property hereby conveyed or any part thereof, which become due and owing relative to the Property from the date hereof until the date of conveyance thereof to the Chicago Housing Authority pursuant to the Contract, and shall not place thereon any encumbrance or lien other than 10.7 financing to assist in the payment of the costs of redevelopment of the Property in accordance with the terms of the Contract.
- 3. The Grantee shall promptly commence the construction of the improvements on the Property (the "Improvements") in accordance with the construction plans specified in the Contract and prosecute diligently the construction of said Improvements to completion. The construction shall commence not later than the date specified in the Contract and shall be substantially completed and conveyed to the Chicago Housing Authority by no later than the date ("Settlement Date") specified in the Contract.
- 4. This Deed is subject to a reversion interest in the Grantor in the event that all Stages (as such term is defined in the Contract) are not completed and conveyed to the Chicago Housing Authority by the Settlement Date. At any time after any such event, the Grantor may issue a reversion notice to the Grantee with respect to any one or more of such incompleted

Stages. The reversion of any such Stage (together with any and all improvements thereon) shall occur effective on the date of issuance by the Grantor of a reversion notice.

Upon completion of the Improvements on any Stage and the conveyance thereof to the Chicago Housing Authority in accordance with the terms of the Contract, Grantor will record a declaration of completion at which time the reversion interest with respect to such Stage shall become null and void.

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 permitted by the Contract (including (a) any holder who obtains title to the parcels of property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, and from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mo tgage itself) shall not be personally obligated by the provisions of this Deed to construct or consplete the construction of the Improvements or to guarantee such construction or completion, nor shall any covenant or any other provision of this Deed be construed to so personally obligate such holder. Nothing herein shall be deemed or construed to permit or authorize any succe nolder to devote the Property or any part thereof to any uses, or to construct any improvement the eon, other than those uses or improvements provided or permitted under the Contract.

Grantor certifies that all conditions precedent to the valid execution and delivery of this Deed on its part have been complied with and all things necessary to constitute this Deed a valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened and that the execution and delivery of this Deed on its part have been and are in all respects authorized in accordance with the law.

Neither this Deed nor any action of the Receiver under it shall create any duties or obligations on the part of the Receiver in the personal capacity of Daniel E. Levin or The Habitat Company LLC, but shall bind the Receiver in its receivership capacity

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed on or as of the 19 day of February, 2003.

The Habitat Company LLC, not personally but solely, in its official capacity as Receiver for the Chicago **Housing Authority**

By: Its:

Attest

This document was prepared by: Ann McKenzie, 350 W. Hubbard, Chicago, IL 60610 After Recording, please mail to: Chris Rintz, Genesis Homes, LLC.

Exempt under provisions of Paragraph Florin Street, Skokie, Illinois 60077

Section 4, Real Estate Transfer Tax Act.

Buyer, Seller or Representative

30239381

Exhibit A

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.

Commonly known as: 4325 S. Berkeley PIN 20-02-303-011

Parcel 2:

Lot 4 in Otis 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.

Commonly known as: 4327 S. Berkeley PIN 20-02-303-012 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 of the subdivision of the East 1/2 of the Southwest 2/4 of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 4329 S. Berkeley 7.1N 20-02-303-013 Parcel 4:

Lot 26 in Block 1 in Abell's Subdivision of the South 412 1 2 'eet of Block 2 in the Subdivision by the Executors of Elijah K. Hubbard, deceased, 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.

Commonly known as: 4333 S. Berkeley PIN 20-02-303-615 Parcel 5:

Lot 4 in Bary'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, Townskip 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 4311 S. Ellis PIN 20-02-302-005

Lot 24 in Block 2 in Abell's Subdivision of the South 412.5 feet of Block 2 of the subdivision by the Executor of Elijah K. Hubbard of the East 1/2 of the Southwest 1/4 of Section 2, Township 38 North, Range 14, Last of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 4331 S. Ellis PIN 20-02-302-013 Parcel 7:

Lot 3 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.

Commonly known as: 4328 S. Greenwood PIN 20-02-303-038 Parcel 8:

Lot 4 in Block 1 an Abell's Subdivision of the South 412.5 feet of Block 2 in the Subdivision by the Executors of Elijah K. Hubbard, deceased, 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.

Commonly known as: 4330 S. Greenwood PIN 20-02-303-039 Parcel 9:

Lot 5 in Block 1 in Abell's Subdivision of the South 412.5 feet of Block 2 in the 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

Commonly known as 4332 S. Greenwood PIN 20-02-303-040

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County, Illinois.

Parcel 10:

Lots 1 and 2 in L.B. Wheeler's Subdivision of Lots 6, 7 and 8 in Kenwood Subdivision, a subdivision of Lots 2, 3 and 4 in Lyman's Subdivision of that part lying West of the Illinois Central Railroad of the Southeast fractional 1/4 of Section 2, Township 38 North, Range 14, except Lots 2, 3, 6, 7, 10 and 11 and alley lying Northeast and adjoining said Lots, all in Block 1 of Lyman's Resubdivision of Block 2 and part of Block 3 in said Lyman's Subdivision of that part lying West of the Illinois Central Railroad of the Southeast fractional 1/4 of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 4593-95 S. Oakenwald PINs 20-02-405-046 and 047 Parcel 11:

Lot 4 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, 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.

Commonly known as: 4326 S. Reveley PIN 20-02-302-030

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STATEMENT OF GRANTOR/GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee

shown on the deed or assignment of beneficial interest in a land trust is either a natural
person, an Illinois corporation or foreign corporation authorized to do business or acquire
and hold title to real estate in Illinois, a partnership authorized to do business or acquire
and hold title to real estate in Illinois, or other entity recognized as a person and
authorized to do business or acquire title to real estate under the laws of the State of
Illinois.
2003
Dated John 19 Signature:
Grantor or Agent
Subscribed and sworn to before
me by the said 5 "OFFICIAL SEAL" }
this day of { THOMASINF JOHNSON }
Notary Public Not ARY 177/2004 \$
Notary Public NY COMMISSION LAST 17/2004
The grantee or his agent affirms that, to the best of ris knowledge, the name of the grantee
shown on the deed or assignment of beneficial interest in a land trust is either a natural
person, an Illinois corporation or foreign corporation authorized to do business or acquire
and hold title to real estate in Illinois, a partnership authorized to do business or acquire
and hold title to real estate in Illinois, or other entity recognized as a person and
authorized to do business or acquire title to real estate under the laws of the State of
Illinois.
\mathcal{L}
Dated 19 Signature:
Grantee or Agent
want or his
Subscribed and sworn to before Me by the said ASINE JOHNSON
The by the said UBLIC, STATE OF ILLINOIS
this day of ISSION EXPIRES 4/17/7/30/1
19
Notary Public

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A, misdemeanor for subsequent offenses.

(Attach to deed or AB) to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.