03060626

73-29-613

**QUITCLAIM DEED**

**GRANTOR,** *CITY OF CHICAGO, an Illinois municipal corporation* ("Grantor") for and in consideration of FOURTEEN THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS AND NO/100 ($14,644.00) quitclaims, pursuant to an ordinance adopted October 14, 1993 to RENAISSANCE/THRUSH JOINT VENTURE, an Illinois general partnership ("Grantee"), all interest and title of the Grantor in the following described real property ("Property"):

SEE LEGAL DESCRIPTION ON EXHIBIT A ATTACHED HERETO

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 authorized by Grantor and specified in the applicable provisions of the Woodlawn Redevelopment Area Plan approved by the City Council of the City of Chicago pursuant to an ordinance adopted October 13, 1992 including any amendments approved by the City Council prior to the date of this Quitclaim Deed.

**SECOND:** Grantee shall pay real estate taxes or assessments on the Property or any part thereof if and when due. Prior to the issuance by Grantor of a Certificate of Completion (as hereinafter defined), Grantee shall not encumber the Property, except to secure financing for the acquisition of the Property and construction of the improvements contemplated by that certain Agreement for the Sale and Redevelopment of Land entered into by Grantor and Grantee on



EXEMPT UNDER PROVISIONS OF PARAGRAPH ... SECTION ... REAL ESTATE TRANSFER TAX ACT

DATE

BUYER, SELLER OR REPRESENTATIVE

Exempt under provisions of Paragraph ... Section ... Real Estate Transfer Act.

12-14-93
Date

Buyer, Seller or Representative

_____ ("Agreement"). Grantee shall not suffer or permit any levy or attachment to be made or any other encumbrance or lien to attach to the Property until Grantor issues a Certificate of Completion.

**THIRD:** Grantee shall promptly commence the construction of twenty-eight (28) single family detached houses ("Improvements") on the Property in accordance with the terms of the Agreement. Construction of the Improvements shall commence within six (6) months from the date of this Deed and shall be completed by Grantee within twenty-four (24) months from the date of this Deed.

**FOURTH:** Until Grantor certifies in writing that the Improvements have been completed in accordance with the terms of the Agreement, Grantee shall have no right to convey any right, title or interest in the Property except as permitted by the terms of this Deed and the Agreement. For purposes of this section, the term convey includes the assignment of a beneficial interest in a land trust. If the Property is acquired by a corporation, partnership or other legal entity, there shall be no transfer by any party owning a ten percent (10%) or more interest in said entity or any other significant change in the constitution of said entity until a Certificate of Completion is issued. To the extent that the provisions of this paragraph Fourth conflict with the provisions contained in Section 11 of the Agreement, the provisions of Section 11 shall govern. The Agreement was recorded with the Cook County Recorder of Deeds Office on _____, 199_ as document # 03060625.

**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, rental or in the use or occupancy of the Property or any part thereof or of any improvements erected or to be erected thereon.

The covenants and agreements contained in the covenant numbered **FIRST** shall terminate October 13, 2032. The covenants and agreements contained in covenants numbered **SECOND, THIRD** and **FOURTH** shall terminate on the date Grantor issues the Certificate of Completion as provided herein and in the Agreement except 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 delivery of the Certificate of Completion by Grantor, 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 or any portion thereof for which no Certificate of Completion has been issued and terminate the estate conveyed by this Deed with respect to such portion, and such title, right and interest of Grantee, or any assigns or successors in interest, to and in such portion of the Property shall revert to Grantor. Said right of re-entry by Grantor shall terminate upon the issuance of a Certificate of Completion by 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 covenants or any other provision in this Deed be construed to 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 uses or for the construction of improvements other than those permitted in the Woodlawn Redevelopment Area Plan and the Agreement.

For purpose 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 from that set forth in the Agreement, such change in use and any corresponding drawings regarding said change of use must be approved in writing by the Commissioner of the Department of Planning and Development, 121 North LaSalle Street, Chicago, Illinois.

Promptly after the completion of the Improvements in accordance with the terms of the Agreement, Grantor shall furnish Grantee with an appropriate instrument in accordance with the terms of the Agreement ("Certificate of Completion"). The Certificate of Completion shall be a conclusive determination of satisfaction and termination of the agreements and covenants contained in the Agreement and in this Deed with respect to the construction of the Improvements and the dates for beginning and completion thereof; provided, that, if any governmental agency is involved in the financing of the redevelopment of the Property and shall have determined that all buildings constituting the Improvements being financed are substantially completed in accordance with the terms of the Agreement and if the other agreements and

covenants obligating Grantee in respect to the construction and completion have been fully satisfied, Grantor shall forthwith issue its Certificate of Completion.

The Certificate of Completion shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property. If Grantor shall refuse or fail to provide the Certificate of Completion, Grantor, within twenty (20) business days after written request by Grantee, shall provide Grantee with a written statement indicating in adequate detail what acts or measures will be necessary, in the opinion of Grantor, for Grantee to take or perform in order to obtain the Certificate of Completion.

**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 13th day of November, 199_.

**CITY OF CHICAGO,**
a municipal corporation

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

**ATTEST:**

Ernest R. Wish

**ERNEST R. WISH, CITY CLERK**





[RENAI-MH.QCD/64/110893/MEH:crl]



03060626

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, Joni Dixon, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ERNEST R. WISH, 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 13th day of November, ~~1991~~ 1993

Joni Dixon
NOTARY PUBLIC

"OFFICIAL SEAL"
(SEAL) JONI DIXON
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/09/95

My commission expires Oct. 9, '95.

This instrument was prepared by:

Maria E. Hoffman
Assistant Corporation Counsel
Room 610, City Hall
121 N. LaSalle Street
Chicago, Illinois 60602
Telephone: (312) 744-6933

[RENAI-MH.QCD/64/110893/MEH-crl]

Mail to:
Laura Tilly
Daire, Miner, Borakiller & Hadley
14 W. Erie
Chicago, Ill. 60610

03060626

Box 333

## EXHIBIT A

PARCEL A: LOTS 2 AND 3 IN MARVIN A. FARR'S SUBDIVISION OF LOT 26 IN SNOW AND DICKERSON'S SUBDIVISION OF BLOCKS 4, 5 AND 6 (EXCEPT THE NORTH 50 FEET THEREOF) IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE 2-1/2 ACRES) OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS;

PARCEL B: LOTS 3, 4, 5 AND THE WEST 1/2 OF LOT 6 IN THE RESUBDIVISION OF RICHARD CURRAN'S SUBDIVISION OF LOTS 12, 13 AND 14 IN THE SUBDIVISION OF BLOCK 3 (EXCEPT THE NORTH 50 FEET THEREOF) IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE 2-1/2 ACRES) OF SECTION 14 AFORESAID; ALSO LOT 15 IN THE SUBDIVISION OF BLOCK 3 (EXCEPT THE NORTH 50 FEET THEREOF) IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE 2-1/2 ACRES) OF SECTION 14 AFORESAID;

PARCEL C: LOTS 9 AND 10 (EXCEPT THE SOUTH 1-1/4 INCHES OF SAID LOT 10) IN THE SUBDIVISION OF BLOCK 3 (EXCEPT THE NORTH 50 FEET THEREOF) IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE 2-1/2 ACRES) OF SECTION 14 AFORESAID;

PARCEL D: LOTS 1, 2 AND 3 IN THE SUBDIVISION OF BLOCK 3 (EXCEPT THE NORTH 50 FEET THEREOF) IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE 2-1/2 ACRES) OF SECTION 14 AFORESAID, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers:

20-14-309-015-0000 } 6154-56 S. Ellis
20-14-309-016-0000
20-14-310-009-0000 6143-45 S. Ellis
20-14-310-012-0000
20-14-310-013-0000 } 6151-59 S. Ellis
20-14-310-014-0000

20-14-310-025-0000 1012 E. 62nd
20-14-310-026-0000 6146-48 S. Greenwood
20-14-310-027-0000 6152 S. Greenwood
20-14-310-018-0000 } 6106-12 S. Greenwood
20-14-310-019-0000
20-14-310-020-0000 6116-18 S. Greenwood

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