



Doc#: 0324742067  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 09/04/2003 07:41 AM Pg: 1 of 5

This instrument prepared by  
and when recorded return to:

Ann R. Perkins  
Assistant Corporation Counsel  
City of Chicago  
Department of Law  
121 North LaSalle Street  
Room 600  
Chicago, Illinois 60602

RESTRICTIVE COVENANT

For and in consideration of that certain grant made by the City of Chicago, Illinois, an Illinois municipal corporation (the "City"), to Metropolitan Family Services, an Illinois Special Charter not-for-profit corporation, having its principal offices at 14 E. Jackson Boulevard Chicago, Illinois ("Declarant") pursuant to, and in accordance with, the terms and provisions of that certain Chicago Children's Capital Fund Grant Agreement, dated as of the date hereof (the "Grant Agreement"), Declarant hereby covenants and agrees with the City, its successors and assigns as follows:

1. Declarant represents, warrants and covenants that it is the lessee, pursuant to that certain Lease, dated August 15, 2002, by and between Kedzie Limited Partnership, an Illinois Limited Partnership as "Lessor" and Declarant as "Lessee" of certain first-floor premises, together with all improvements located thereon, which premises and improvements are located on real property commonly known as 3215 W. 63<sup>rd</sup> Street and described on Exhibit A, attached hereto and made a part hereof (the "Property").

2. Declarant represents, warrants and covenants on behalf of itself, its successors, assigns, transferees, grantees, lessees and any other person or entity currently having or in the future obtaining any right, title or interest in the Property, that the Property shall be used solely for the conversion of the existing project located on the Property into a Head Start and/or child care project and operation of such child care project, pursuant to the terms and conditions set forth in the Grant Agreement.

3. Subject to Paragraphs 4 and 5 hereof, this Restrictive Covenant shall be effective upon the date of its recording and shall remain in full force and effect up to and including five (5) years after the expiration of the Grant Agreement and any extensions thereto. The Grant Agreement shall expire on the later of (i) the maturity date of the Private Financing (as defined in the Grant Agreement) and (ii) the date which is ten (10) years after the Closing Date (as defined in the Grant Agreement).

4. Notwithstanding Paragraph 3 hereof and subject to the terms and conditions of that certain Inter-Funder Agreement recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ by and among the City, Illinois Facilities Fund, an Illinois not-for-profit corporation ("IFF") and Declarant, this Restrictive Covenant is junior and subordinate to, and in the event of a default by the Declarant of any of the terms and conditions of a loan which is secured by, a leasehold mortgage on the

BOX 333-CP

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Property and the failure of Declarant to cure such default (including, without limitation, with respect to the Private Financing), then upon completion of proceedings initiated by any such secured lender seeking to foreclose the lien of its leasehold mortgage against the Property (or conveyance in lieu of foreclosure), then and in such event upon (i) the recording of a lease with a replacement tenant selected by IFF or (ii) in connection with a conveyance in lieu of foreclosure transaction, this Restrictive Covenant shall cease, determine and terminate and be of no further force and effect.

6. Notwithstanding Paragraph 3 hereof, nothing in this Restrictive Covenant shall be construed to limit Declarant's duty to comply with 45 C.F.R. 74.32 or any other federal laws regulating the use and disposition of the Property.

7. The Property is and shall be transferred, held, sold, conveyed and accepted subject to the covenants contained herein. Such covenants shall be binding upon and inure to the benefit of Declarant, its successors and assigns and such covenants shall run with the Property, to be held, sold and conveyed subject thereto.

8. This Restrictive Covenant may be executed in multiple counterparts, all of which shall constitute one and the same instrument.

9. This Restrictive Covenant is for the benefit of the City (as defined in the Grant Agreement), and no other person or entity will be entitled to rely on this Declaration, receive any benefit from it or enforce any provisions of it against Declarant or its successors or assigns.

10. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Illinois.

*[The remainder of this page is intentionally blank.  
Signatures appear on the following page.]*

Cook County Clerk's Office

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IN WITNESS WHEREOF, the Declarant has executed and delivered this Restrictive Covenant as of this 5<sup>th</sup> day of ~~July~~, 2003.

August,

**DECLARANT:**

**Metropolitan Family Services, an Illinois  
Special charter not-for-profit corporation**

By: Richard L. Jones

Name: Richard L. Jones, Ph.D

Title: President

Property of Cook County Clerk's Office

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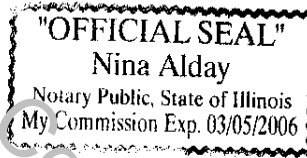
STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Richard L. Jones, Ph.D. personally known to me to be the President of Metropolitan Family Services, an Illinois special charter not-for-profit corporation ("Declarant"), and known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he/she signed and delivered the said instrument pursuant to authority given by the Board of Directors of Declarant, and as his/her free and voluntary act and deed and as the free and voluntary act and deed of Declarant for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 5<sup>th</sup> day of August, 2003.

Nina Alday  
Notary Public

(SEAL)



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## EXHIBIT A TO RESTRICTIVE COVENANT

### Legal Description

#### **Legal Description:**

The estate or interest in the land described below is the leasehold estate created by the lease executed by Kedzie Limited Partnership, an Illinois limited partnership, as Lessor, and Metropolitan Family Services, as Lessee, dated August 15, 2002, which lease was recorded on \_\_\_\_\_ as Document \_\_\_\_\_, which lease demises the following described land for a term of years beginning June 1, 2002 and ending May 31, 2017.

#### Parcel 1:

LOTS 1 THROUGH 11 AND THE EAST 1 FOOT OF LOT 12, TOGETHER WITH THE 16 FOOT ALLEY SOUTH OF AND ADJOINING SAID LOTS 1 THROUGH 11 AND THE EAST 1 FOOT OF LOT 12 IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1 AND 2 IN JOHN F. EBERHART'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### Parcel 2:

LOT 36 AND THE WEST 10 FEET OF LOT 37 IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1 AND 2 OF JOHN F. EBERHARTS SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Address:** 3215 W. 63<sup>rd</sup> Street  
Chicago, Illinois 60629

**PIN(s):** 19-23-203-008-000  
19-23-203-009-000  
19-23-203-010-000  
19-23-203-011-000  
19-23-203-012-000  
19-23-203-013-000  
19-23-203-014-000  
19-23-203-021-000  
19-23-203-037-000  
19-23-203-038-000