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Doc#: 0401542194
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 01/15/2004 10:52 AM Pg: 1 of 4

QUITCLAIM DEED

8128671-DE

Property of Cook County Clerk's Office

(The Above Space For Recorder's Use Only)

CITY OF CHICAGO, an Illinois municipal corporation ("Grantor"), for and in consideration of Two Thousand Five Hundred Dollars and No/100 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, conveys and quitclaims to MASSIMO MOLINARO ("Grantee"), located at 8413 Magnolia Street, St. John Indiana 46373 , pursuant to ordinance adopted by the City Council of the City of Chicago on June 9, 2003, all interest of Grantor in the following described real property ("Property"):

LOT 30 IN BLOCK 7 IN THE SUBDIVISION OF LOT 1 IN BLOCK 7 IN IRONWORKERS' ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTH 1/2 OF FRACTIONAL SECTION 8, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number(s): 26-08-303-007-0000

Volume: 299

Commonly Known Address: 10217 South Avenue L, Chicago, IL

BOX 333-CT

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This Quitclaim Deed is made and executed upon, and is subject to the following express conditions and covenants, said conditions and covenants being a part of the consideration for the Property hereby conveyed and are to be taken and construed as running with the land.

FIRST: The Grantee shall rehabilitate the structure on the Property substantially in accordance with the plans set forth in its Preserving Communities Together Program (PCT) application on file with the Grantor and the terms and conditions of that certain redevelopment agreement entered into between the Grantor and the Grantee on September 26, 2003, and shall correct all violations of the City of Chicago Building Code existing on the Property within 365 days days of the delivery of this Quitclaim Deed to the Grantee ("Conveyance Date"). If the Grantee determines after the closing that the rehabilitation of the building is economically unfeasible, the Grantee shall promptly reconvey the Property to the City by special warranty deed. Adequate proof of such determination shall consist of a written report from a licensed professional in the construction field stating the reasons that the rehabilitation is unfeasible. Upon such determination, the Performance Deposit may be retained by the City in its sole discretion.

SECOND: Not later than seven (7) days after the Conveyance Date, the Grantee shall clear the Property of all debris and secure it against unauthorized entry, and shall maintain the Property in a secured condition. The Grantee shall provide the Grantor with photographs and an affidavit evidencing the secured condition of the Property within twenty-one ((21) days of the Conveyance Date. This covenant shall terminate upon the issuance of a Certificate of Completion by the Grantor.

THIRD: Not later than 60 days after the Conveyance Date, the Grantee shall provide the Grantor with documentation showing that funds sufficient to complete

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the rehabilitation have been obtained. This covenant shall terminate upon the issuance of a Certificate of Completion by the Grantor.

FOURTH: Not later than 90 days after the Conveyance Date, the Grantee shall apply for a building permit and shall provide the Grantor with a copy of the receipt for said application. This covenant shall terminate upon the issuance of a Certificate of Completion by the Grantor.

FIFTH: The Grantee shall not sell, convey, or assign the Property or any part thereof or interest therein without the prior written approval of the Grantor, except that the Grantee may mortgage the Property or make a collateral assignment of a beneficial interest for the purpose of financing the rehabilitation. This covenant shall terminate upon the issuance of a Certificate of Completion by the Grantor.

SIXTH: The Grantee shall not discriminate upon the basis of race, color, religion, sex, sexual orientation, military discharge, ancestry, age, parental or marital status, disability, source of income or national origin in the development, rehabilitation, sale, lease, rental, use or occupancy of the Property. This covenant shall remain in effect without any limitation as to time.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto duly affixed and attested,

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by its Mayor and City Clerk, on or as of the 6 day of January ²⁰⁰⁴ ~~2003~~.

CITY OF CHICAGO, an Illinois municipal corporation

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

ATTEST:

James J. Laski
JAMES J. LASKI, City Clerk

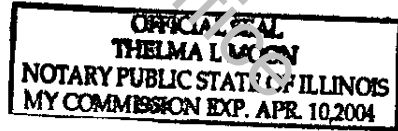
STATE OF ILLINOIS)

COUNTY OF COOK)

I, Thelma Man, 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 City 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 6 day of January, 2003.

Thelma J. Man
NOTARY PUBLIC



This instrument was prepared by: Andrea Yao
Assistant Corporation Counsel

AFTER RECORDING, MAIL TO: MASSIMO MALINARO
8413 Magnolia Street, St. John Indiana 46373

THIS TRANSFER IS EXEMPT UNDER THE PROVISIONS OF THE REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b); AND SECTION 3-33-060B OF THE MUNICIPAL CODE OF CHICAGO.