

# UNOFFICIAL COPY



0610934049

## QUITCLAIM DEED

Doc#: 0610934049 Fee: \$32.50  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 04/19/2006 11:12 AM Pg: 1 of 5

Grantor, the CITY OF CHICAGO, an Illinois municipal corporation located at 121 North LaSalle Street, Chicago, Illinois 60602 ("Grantor"), for and in consideration of ONE AND 00/100 DOLLAR (\$1.00) conveys and quitclaims, pursuant to ordinance adopted on April 6, 2005, to **Spathies Construction Corporation**, an Illinois corporation having its principal office at 954 W. Washington Blvd., Suite 520, Chicago, Illinois 60607, ("Grantee"), all interest and title of Grantor in the following described real property ("Property" or "Parcel"):

**LOT 29 IN GARFIELD BOULEVARD SYNDICATE ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF SUB-BLOCK 1 IN BLOCK 7 IN THE CIRCUIT COURT PARTITION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**Commonly known as: 3860 W. Grenshaw  
Permanent Index Number: 16-14-324-020-0000**

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, which covenants and conditions are as follows:

**FIRST:** Grantee shall pay real estate taxes and assessments on the Property or any part thereof when due. Prior to the issuance by Grantor of a Certificate of Compliance ("Certificate"), Grantee shall not encumber the Property, except as permitted by that certain Agreement for the Sale and Redevelopment of Land entered into by Grantor and Grantee on April 19, 2005, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on September 22, 2005 as document No.0526545126 ("Agreement").

THIS TRANSFER IS EXEMPT PURSUANT TO THE PROVISIONS OF THE REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45e; AND SECTION 3-33-060.E OF THE CHICAGO TRANSACTION TAX ORDINANCE

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Grantee shall not suffer or permit any levy or attachment to be made or any other encumbrance or lien to attach to the Property except as permitted by the Agreement, until Grantor issues a Certificate for the Property.

**SECOND:** Grantee shall promptly commence the construction of the Project (as defined in the Agreement) in accordance with those certain plans and specifications, approved by Grantor and the terms of the Agreement and shall diligently proceed with the construction of the Project to completion; provided, that, in any event, construction of the Project shall commence within three (3) months of the execution date of the Agreement, and shall be completed within twenty-four (24 ) months of said execution date. In the event Grantee wishes to make any change in regard to the use of the Property, such change in use and any corresponding drawings regarding said change of use must be approved in writing by the Commissioner or the Department of Housing of the City of Chicago.

**THIRD:** Until Grantor certifies in writing that the home on the Parcel has been completed in accordance with the Drawings and consistent with the terms of the Agreement, Grantee shall have no right to convey any right, title or interest in the Parcel 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. To the extent that the provisions of this paragraph Third conflict with the provisions contained in the Agreement, the provisions of the Agreement shall govern.

**FOURTH:** Grantee agrees for itself and any successor in interest not to discriminate based upon race, religion, color, sex, national origin or ancestry, handicap, sexual orientation, military status or source of income in the sale, lease, or rental of the Property or any part thereof or of any improvements erected or to be erected thereon or any part thereof.

The covenants and agreements contained in the covenants numbered **FIRST**, **SECOND** and **THIRD** shall terminate on the date Grantor issues the Certificate as herein provided except only that the termination of the covenant numbered **FIRST** 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 **FOURTH** shall remain in effect without any limitation as to time.

In the event that subsequent to the conveyance of the Property and prior to delivery of the Certificate 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 and terminate the estate conveyed by this Deed, and such title, right and interest of Grantee, or any assigns or successors in interest, to and in the

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Parcel shall revert to Grantor. Said right of re-entry by Grantor shall terminate upon the issuance of the Certificate 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 or any part thereof, 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 Project or to guarantee such construction or completion; nor shall any covenant or any other provision in this Deed be construed to so obligate such holder.

Promptly after the completion of each home of the Project in accordance with the Drawings and consistent with the terms of the Agreement, Grantor shall furnish Grantee with a Certificate as outlined in Section 4.7 of the Agreement. The Certificate 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 home on the Parcel.

The Certificate 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. Once the Certificate is recorded, the Agreement shall no longer be deemed to be a title encumbrance on the Parcel.

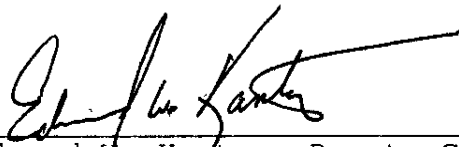
**IN WITNESS WHEREOF**, Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto duly affixed and attested, by the Mayor and by the City Clerk, on or as of the 19<sup>th</sup> day April, 2006.

CITY OF CHICAGO, a  
municipal corporation

BY: 

RICHARD M. DALEY, Mayor

**ATTEST:**



Edmund W. Kantor, Deputy City Clerk

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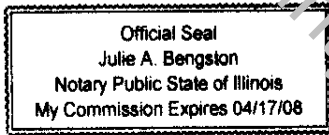
STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, Julie A Bengston, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Edmund W. Kantor, personally known to me to be the Deputy 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 19th day of April, 2006.

Julie A Bengston  
NOTARY PUBLIC

( S E A L )



My commission expires \_\_\_\_\_.

This instrument was prepared by and  
After recording, please mail to:  
City of Chicago, Department of Law  
Steve Holler  
Chief Assistant Corporation Counsel  
30 N. LaSalle Street, Suite 1610  
Chicago, Illinois 60602  
312/744-6934

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## STATEMENT BY GRANTOR AND 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.

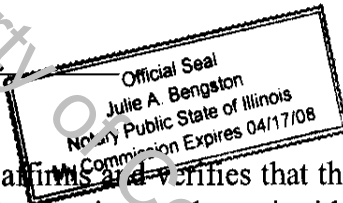
Dated 4/19, 2006

Signature Steve Holler

Grantor or Agent  
Steve Holler  
Chief Assistant Corporation Counsel

Subscribed and sworn to before me  
this 9<sup>th</sup> day of April, 2006

Julie A Bengston  
Notary Public



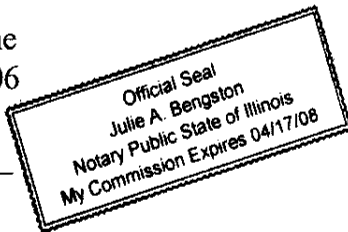
The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated April 19, 2006

Signature [Signature]  
Grantee or Agent

Subscribed and sworn to before me  
this 19<sup>th</sup> day of April, 2006

Julie A Bengston  
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 ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)