

# UNOFFICIAL COPY

2009  
PROPERTY AMERICAN TITLE

ORDER# 1890241



Doc#: 0904410001 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/13/2009 08:33 AM Pg: 1 of 7

THIS INSTRUMENT PREPARED  
BY, AND AFTER RECORDING,  
PLEASE RETURN TO:

Deputy Corporation Counsel  
Real Estate & Land Use Division  
City of Chicago  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
(312) 744-6934

## QUITCLAIM DEED

(New Homes For Chicago - Monsignor John Egan Westside Housing Development  
Developer: Breaking Ground, Inc.)


Grantor, the **CITY OF CHICAGO**, an Illinois municipal corporation ("Grantor"), having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602, for and in consideration of **TEN and NO/100 DOLLARS (\$10.00)**, conveys and quitclaims, pursuant to ordinance adopted June 8, 2005 (C.J.P. pgs. 49922-49967), to **BREAKING GROUND, INC.**, an Illinois not-for-profit corporation ("Grantee"), having its principal office 3501 W. Fillmore, Chicago, Illinois 60624, all interest and title of Grantor in the following described real property ("Property"):

See attached Exhibit A

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: (i) The New Homes For Chicago Program, approved by the City Council of the City of Chicago by ordinance adopted June 7, 1990, as amended ("Program"), and (ii) that certain agreement known as "Redevelopment Agreement, New Homes For Chicago Program, Monsignor John Egan Westside Housing Development, Developer: Breaking Ground, Inc." entered into between Grantor and Grantee as of November 16, 2005 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on November 21, 2005 as document #0532535251 ("Agreement") as amended on January 30, 2006 by document

THIS TRANSFER IS EXEMPT UNDER THE PROVISIONS OF THE REAL STATE  
TRANSFER TAX ACT, 35 ILCS 305/4(b); AND SECTION 3-32-030B7(b) OF THE  
MUNICIPAL CODE OF CHICAGO

 1-27-09

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#0606827012 and December 1, 2006 by document #0702218024 and as amended by Second Amendment on May 15, 2007 as document #0714560007 and as amended by Third Amendment on August 22, 2007 as document #0724940073 and as amended by Fourth Amendment on September 25, 2007 as document #0728840000 and as amended by Fifth Amendment on March 20, 2008 as document #0808040079 and as amended by Sixth Amendment on April 16, 2008 as document #0811640158 and as amended by the Seventh Amendment on June 17, 2008 as document #0820405234 and amended by the Eighth Amendment on July 24, 2008 as document #0825204016 and as amended by the Ninth Amendment on October 14, 2008 as document #0834745000 and as amended by the Tenth Amendment on 2/13/09 as document # 0904410000. Specifically, in accordance with the terms of the Agreement, Grantee shall construct a single family home ("Single Family Home") or two-flat building ("Two-flat Building") on the Property to be sold to the initial homebuyer for a price not to exceed the ceiling base price (excluding options or extras) of \$195,000 (in the event the housing unit is a Single Family Home) and \$265,000 (in the event the housing unit is a Two-flat Building), such amounts before giving effect to the reduction in purchase price attributable to the subsidies provided under the Agreement; all as further described in Section 5.1 of the Agreement.

**SECOND:** 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 (as hereafter defined) with regard to the Property, Grantee shall not encumber the Property, or portion thereof, except to secure financing solely to obtain the First Mortgage (as such term is defined in the 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 or portion thereof until Grantor issues a Certificate of Compliance with respect to the completion of the Single Family Home or Two-flat Building, as the case may be, on the Property (unless Grantee has taken such appropriate action to cause the Title Company (as such term is described in the Agreement) to insure over any title encumbrances caused by such liens or claims).

**THIRD:** Grantee shall construct the Single Family Home or Two-flat Building, as the case may be, on the Property in accordance with the terms of the Agreement. Grantee shall diligently proceed with the construction of such Single Family Home or Two-flat Building to completion, which construction shall commence within three (3) months from the date of recordation of the Deed by Grantor to Grantee, and shall be completed by Grantee within the time frame described in the Agreement.

**FOURTH:** Until Grantor issues the Certificate with regard to the completion of the Single Family Home or Two-flat Building, Grantee shall have no right to convey any right, title or interest in the Property without the prior written approval of Grantor, excepting as provided for in Section 8.2 of the Agreement.

**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, parental status or source of income in the sale of the Single Family Home or Two-flat Building improving the Property.

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**SIXTH:** Grantee shall comply with those certain employment obligations described in Section VII of the Agreement.

The covenants and agreements contained in the covenant numbered **FIFTH** shall remain without any limitation as to time. The covenants and agreements contained in covenants numbered **FIRST, SECOND, THIRD, FOURTH** and **SIXTH** shall terminate on the date Grantor issues the Certificate of Compliance with respect to the Property upon which the pertinent Single Family Home or Two-flat Building is constructed, except that the termination of the covenant numbered **SECOND** shall in no way be construed to release Grantee (and after the initial Grantee's conveyance of any portion of the Property, any succeeding owner(s) of such portion of the Property) from their successive obligation to pay real estate taxes and assessments on the Property or any part thereof.

In the event that subsequent to the conveyance of the Property and prior to delivery of the Certificate of Compliance by Grantor with regard to the completion of the Single Family Home or Two-flat Building on the Property, Grantee defaults in or breaches any of the terms or conditions described in Section 6.5(b) of the Agreement or covenants **FIRST** and **THIRD** in the Deed 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 portion thereof, terminate the estate conveyed by the Deed to Grantee as well as Grantee's right of title and all other rights and interests in and to the Property conveyed by the Deed to Grantee, and revert title in said Property or portion thereof with the City; provided, however, that said reversion of title in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of the First Mortgage (as defined in the Agreement) for the protection of the holders of the First Mortgage. The Property shall thereafter be developed in accordance with the terms of the Program and the Agreement, including but not limited to, Section 6.3(d) of the Agreement.

Notwithstanding any of the provisions of the Deed or the Agreement, including but not limited to those which are intended to be covenants running with the land, the holder of the First Mortgage or a holder who obtains title to the Property as a result of foreclosure of the First Mortgage shall not be obligated by the provisions of the Deed or the Agreement to construct or complete the construction of the pertinent Single Family Home or Two-flat Building or guarantee such construction or completion, nor shall any covenant or any other provision in the Deed or the Agreement be construed to so obligate such holder. Nothing in this section or any section or provision of the Agreement or the Deed shall be construed to permit any such holder to devote the Property or any part thereof to a use or to construct improvements thereon other than those permitted in the Program.

In accordance with Section 4.8 of the Agreement, after the substantial completion of construction of the Single Family Home or Two-flat Building, as the case may be, improving the Property (as evidenced by, and based solely on, the issuance of the Conditional Certificate or Final Certificate by the Inspector), and provided that Developer has performed all of its other contractual obligations pursuant to the provisions contained in the Agreement and the objectives of the Program, Grantor shall furnish Grantee with an appropriate instrument in accordance with the terms of the Agreement ("Certificate of Compliance"). The Certificate of Compliance shall be issued by

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the City as a conclusive determination of satisfaction and termination of the covenants contained in the Agreement and Deed with respect to the obligations of Developer and its successors and assigns to complete such Single Family Home or Two-flat Building, as the case may be, and the dates for beginning and completion thereof. The Certificate shall not constitute evidence that Developer has complied with any applicable provisions of federal, state or local laws, ordinances and regulations with regard to the completion of the Single Family Home or Two-flat Building in question, and shall not serve as any "guaranty" as to the quality of the construction of said structure.

**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 27<sup>th</sup> day of September, 2009.

**CITY OF CHICAGO**, a  
municipal corporation

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

**ATTEST:**

*Miguel del Valle*  
**Miguel Del Valle**, City Clerk

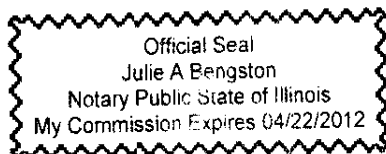
STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF C O O K        )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Miguel del Valle, 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 27<sup>th</sup> day of September, 2009.

*Julie A Bengston*  
**NOTARY PUBLIC**  
(SEAL)

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



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## EXHIBIT A

### LEGAL DESCRIPTION

Parcel 1: 1414 S. Avers PIN: 16-23-116-023-0000

LOT 12 IN BLOCK 2 IN DOUGLAS PARK BOULEVARD BOHEMIAN LAND ASSOCIATION SUBDIVISION IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2: 1240 S St. Louis PIN: 16-23-202-016-0000

THE NORTH 10.50 FEET OF THE EAST 100.06 FEET OF LOT 11 AND ALL OF LOT 12 (EXCEPT THE WEST 35 FEET) IN GAMMON THEOLOGICAL SEMINARY SUBDIVISION OF LOTS 1 THROUGH 5 AND THE EAST  $\frac{1}{2}$  OF LOT 6 AND THE WEST 10 FEET OF LOT 19 AND ALL OF LOTS 20 THROUGH 24 AND 44 THROUGH 48 AND THE EAST  $\frac{1}{2}$  OF LOT 43 IN BLOCK 3 IN D. GOODWIN'S SUBDIVISION OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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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 1/22, 2009

Signature

Steve Holler

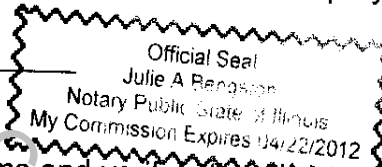
Agent

Steve Holler

Deputy Corporation Counsel

Subscribed and sworn to before me  
this 22<sup>nd</sup> day of January, 2009

Julie A. Bengason  
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 \_\_\_\_\_, 2009

Signature

\_\_\_\_\_  
Grantee or Agent

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
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)

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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 \_\_\_\_\_, 2009

Signature \_\_\_\_\_

Agent

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 2009

Steve Holler

Deputy Corporation Counsel

\_\_\_\_\_  
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 Jan 22, 2009

Signature \_\_\_\_\_

Grantee or Agent

Subscribed and sworn to before me  
this 22<sup>nd</sup> day of January, 2009

Nolan G. Swift  
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.