



Doc#: 1133541064 Fee: \$74.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/01/2011 02:58 PM Pg: 1 of 6

** Eugene Moore as grantor*

ABOVE SPACE FOR RECORDER'S USE ONLY

**QUITCLAIM
DEED
(Non-Residential Property)**

THIS TRANSFER IS EXEMPT PURSUANT TO THE PROVISIONS OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45 (b) AND (e); COOK COUNTY ORDINANCE NO. 93-0-27(B); AND THE CHICAGO REAL PROPERTY TRANSFER TAX, MUNICIPAL CODE SECTION 3-33-060.B AND E. *

Grantor, the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government ("Grantor"), having its principal office, at 121 North LaSalle Street, Chicago, Illinois 60602, for and in consideration of ONE and No/100 DOLLAR (\$1.00) conveys and quitclaims, pursuant to ordinance adopted on July 28, 2010 and published in the Journal of Proceedings of the City Council ("Journal") for such date at pages 97411 through 97450, to NEW MOMS HOUSING DEVELOPMENT, LLC, an Illinois limited liability company ("Grantee"), whose offices are located at 2845 West McClean Avenue, Chicago, Illinois, 60647, all interest and title of Grantor in the real property legally described on Exhibit A attached hereto and made a part hereof (the "City Property"). Without limiting the quitclaim nature of this deed ("Deed"), such conveyance shall be subject to:

- a) that certain Agreement for the Sale and Redevelopment of Land dated November 23, 2011 (the "RDA") between Grantor and Grantee; and
- b) the redevelopment plan for the Austin Commercial TIF Redevelopment Area adopted by the City Council on September 27, 2007; and
- c) standard exceptions in an ALTA title insurance policy; and
- d) general real estate taxes and any special assessments or other taxes; and
- e) all easements, encroachments, covenants and restrictions of record and not shown of record; and
- f) such other title defects as may exist; and

First American Title Order #

105-483254

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- g) any and all exceptions caused by the acts of the Grantee or its agents.

Further, this 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 City Property and are to be taken and construed as running with the land, which covenants and conditions are as follows:

FIRST: Grantee shall commence and complete construction of the Project (as defined in the RDA) by the dates specified in Section 12 of the RDA, and.

SECOND: Grantee shall devote the City Property or any part thereof solely for the purpose of constructing the Project and thereafter operating the day care facilities and program and Grantee's offices, and renting the residential apartments contained therein; and

THIRD: The residential units shall at all times be rented to Eligible Households at an Affordable Rent (as such terms are defined in the RDA), unless the Department of Housing and Economic Development ("DHED"), in its sole discretion, consents otherwise; and

FOURTH: The City Property shall at all times be used for a use that complies with the Redevelopment Plan until September 26, 2031; and

FIFTH: The Grantee shall not use the City Property for any religious services and shall not condition any Eligible Household's rental of a housing unit, or participation in any service offered at the Property, on any household member's participation in a religious program; and

SIXTH: The Grantee shall not unlawfully discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental use of occupancy of the City Property or any part thereof. If the Grantee and the Grantor should determine that the Grantee's compliance with the covenant set forth in Section 14 of the RDA constitutes unlawful discrimination, the Grantee and the Grantor shall cooperate to amend such covenant so that covenant eliminates such unlawful discrimination but, to the extent feasible, preserves the programmatic objectives of the Grantee's housing program; and

SEVENTH: Grantee shall not sell or transfer the City Property except as permitted pursuant to Section 15 of the RDA; and

EIGHTH: Grantee shall not, without DHED's prior written consent, which shall be in DHED's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the City Property, except as permitted under Section 17 of the RDA.

The covenants contained in paragraph FIRST, SEVENTH and EIGHTH shall terminate upon the issuance of the Certificate of Completion. The covenants provided in paragraphs

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SECOND, THIRD, and FOURTH shall terminate on December 26, 2031. The covenants contained in paragraph FIFTH and SIXTH shall have no limitation as to time. Upon the request of the Grantee, the Grantor shall execute an instrument in recordable form evidencing the release of any such terminated covenants.

If an Event of Default (as defined in the RDA) occurs after the date of this Deed, the Grantor shall have the rights and remedies set forth in the RDA.

[SIGNATURES, ATTESTATION AND NOTARIZATION APPEAR ON NEXT PAGE]

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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 of the City of Chicago and by the City Clerk of the City of Chicago, on or as of the 23rd day of November, 2011.

CITY OF CHICAGO, a municipal corporation and home rule unit of government

By: Rahm Emanuel by SRP
RAHM EMANUEL, Mayor

ATTEST:

Susana A. Mendoza
SUSANA A. MENDOZA, City Clerk

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in and for Cook County, Illinois, do hereby certify that Stephen Patton, Corporation Counsel for the City of Chicago, pursuant to proxy and on behalf of Rahm Emanuel, in his capacity as Mayor of the City of Chicago, and Susana A. Mendoza, in her capacity as City Clerk of the City of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and respectively acknowledged that they have signed, a tested, sealed and delivered said instrument as their free and voluntary acts as said proxy for the Mayor and said City Clerk, respectively, and as the free and voluntary act of the City of Chicago, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of November, 2011.

Antonette J Bielech
NOTARY PUBLIC



Prepared by: Steve Hoffer
Dept of Law
City of Chicago
121 N. LaSalle Ln 600
Chicago, IL 60602



Mailed to:
Robert Deegan
Baker & McKenzie
130 E. Randolph #2300
Chicago IL 60601

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOTS 43, 44, 45, 46, 47, 48, 49 AND 50 IN BLOCK 1 IN W.M. WALKER'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as: 5317 West Chicago Avenue, Chicago, IL
(formerly known as 5327 West Chicago Avenue, Chicago, IL)

P.I.N.s: 16-09-104-048-0000 and 16-09-104-001-0000

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STATEMENT BY GRANTOR AND GRANTEE

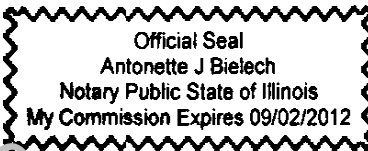
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate 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 November 23, 2011

Signature *Steve Holler*
Steve Holler, Agent
Deputy Corporation Counsel

Subscribed and sworn to before me
this 23rd day of November, 2011

Antonette J Bielech
Notary Public



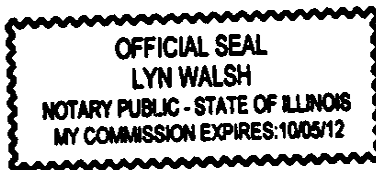
The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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 November 23, 2011

Signature *Robert E Delgado*
Grantee or Agent

Subscribed and sworn to before me
this 23rd day of November, 2011

Lyn Walsh
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 to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)