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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

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RELEASE AND TERMINATION OF AFFORDABILITY COVENANTS

THIS RELEASE AND TERMINATION OF AFFORDABILITY COVENANTS (this "Release"), dated this 8th day of December, 2017, is made by **HABITAT FOR HUMANITY CHICAGO**, doing business under the assumed name of Windy City Habitat for Humanity, an Illinois not-for-profit corporation ("HFHC"), successor in interest to **UPTOWN HABITAT FOR HUMANITY, INC.**, an Illinois not-for-profit corporation ("Uptown HFH") having its principal office at 1100 W. Cermak Road, Suite 404, Chicago, Illinois 60608.

WHEREAS, Uptown HFH, as Grantor, conveyed various condominium units located at 2225-2233 West Warren Boulevard, Chicago, Illinois 60612 to various Grantees as follows:

1. The property commonly known as Unit A1, 2225 West Warren Boulevard, Chicago, Illinois 60612 ("Unit A1") to DARLENE BALTHAZAR (the "A1 Grantee"), and legally described on Exhibit "A" attached to and made a part of this Release, by Special Warranty Deed dated April 28, 2004 and recorded with the Cook County Recorder of Deeds on July 22, 2004 as Document No. 042047030 (the "A1 Deed");
2. The property commonly known as Unit A2, 2225 West Warren Boulevard, Chicago, Illinois 60612 ("Unit A2") to JAMETTA PENDER-BEY (the "A2 Grantee"), and legally described on Exhibit "A" attached to and made a part of this Release, by Special Warranty Deed dated November 8, 2000 and recorded with the Cook County Recorder of Deeds on January 22, 2001 as Document No. 0010051419 (the "A2 Deed");
3. The property commonly known as Unit A3, 2225 West Warren Boulevard, Chicago, Illinois 60612 ("Unit A3") to VERNITA SMALL (the "A3 Grantee"), and legally described on Exhibit "A" attached to and made a part of this Release, by Special Warranty Deed dated December 29, 2000 and recorded with the Cook County Recorder of Deeds on January 16, 2001 as Document No. 0010037141 (the "A3 Deed");
4. The property commonly known as Unit B1, 2227 West Warren Boulevard, Chicago, Illinois 60612 ("Unit B1") to EVADNEY STEPHENS (the "B1 Grantee"), and

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- legally described on Exhibit "A" attached to and made a part of this Release, by Special Warranty Deed dated November 8, 2000 and recorded with the Cook County Recorder of Deeds on January 22, 2001 as Document No. 0010054334 (the "B1 Deed");
5. The property commonly known as Unit B2, 2227 West Warren Boulevard, Chicago, Illinois 60612 ("Unit B2") to FRANCES ALEXANDER (the "B2 Grantee"), and legally described on Exhibit "A" attached to and made a part of this Release, by Special Warranty Deed dated November 8, 2000 and recorded with the Cook County Recorder of Deeds on January 18, 2001 as Document No. 0010043648 (the "B2 Deed");
 6. The property commonly known as Unit B3, 2227 West Warren Boulevard, Chicago, Illinois 60612 ("Unit B3") to MARY ERVING (the "B3 Grantee"), and legally described on Exhibit "A" attached to and made a part of this Release, by Special Warranty Deed dated November 8, 2000 and recorded with the Cook County Recorder of Deeds on January 2, 2001 as Document No. 0010054537 (the "B3 Deed");
 7. The property commonly known as Unit C3, 2229 West Warren Boulevard, Chicago, Illinois 60612 ("Unit C3") to DANIELLE MAYFIELD (the "C3 Grantee"), and legally described on Exhibit "A" attached to and made a part of this Release, by Special Warranty Deed dated April 16, 2002 and recorded with the Cook County Recorder of Deeds on July 14, 2003 as Document No. 0319534051 (the "C3 Deed");
 8. The property commonly known as Unit D2, 2231 West Warren Boulevard, Chicago, Illinois 60612 ("Unit D2") to LISA WILLIAMS (the "D2 Grantee"), and legally described on Exhibit "A" attached to and made a part of this Release, by Special Warranty Deed dated May 29, 2003 and recorded with the Cook County Recorder of Deeds on July 17, 2003 as Document No. 0319842051 (the "D2 Deed");
 9. The property commonly known as Unit D3, 2231 West Warren Boulevard, Chicago, Illinois 60612 ("Unit D3") to SHARON DAWKINS (the "D3 Grantee"), and legally described on Exhibit "A" attached to and made a part of this Release, by Special Warranty Deed dated March 14, 2001 and recorded with the Cook County Recorder of Deeds on May 11, 2001 as Document No. 0010395764 (the "D3 Deed");
 10. The property commonly known as Unit D3, 2231 West Warren Boulevard, Chicago, Illinois 60612 ("Unit D3") to MICHELLE OWOLOLA (the "Second D3 Grantee"), and legally described on Exhibit "A" attached to and made a part of this Release, by Special Warranty Deed dated March 11, 2004 and recorded with the Cook County Recorder of Deeds on April 22, 2004 as Document No. 0411329192 (the "Second D3 Deed");
 11. The property commonly known as Unit E2, 2233 West Warren Boulevard, Chicago, Illinois 60612 ("Unit E3") to HILDA MILTON (the "E2 Grantee"), and legally described on Exhibit "A" attached to and made a part of this Release, by Special

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Warranty Deed dated July 31, 2001 and recorded with the Cook County Recorder of Deeds on August 29, 2001 as Document No. 0010799418 (the "E2 Deed");

12. The property commonly known as Unit E3, 2233 West Warren Boulevard, Chicago, Illinois 60612 ("Unit E3") to JEANETTE WILLIAMS (the "E3 Grantee"), and legally described on Exhibit "A" attached to and made a part of this Release, by Special Warranty Deed dated November 3, 2004 and recorded with the Cook County Recorder of Deeds on November 5, 2004 as Document No. 0431002370 (the "E3 Deed");

(Unit A1, Unit A2, Unit A3, Unit B1, Unit B2, Unit B3, Unit C3, Unit D2, Unit D3, Unit E2, and Unit E3 are collectively referred to in this Release as the "Property".)

(The A1 Grantee, the A2 Grantee, the A3 Grantee, the B1 Grantee, the B2 Grantee, the B3 Grantee, the C3 Grantee, the D2 Grantee, the D3 Grantee, the Second D3 Grantee, the E2 Grantee, and the E3 Grantee are collectively referred to in this Release as the "Grantees".)

(The A1 Deed, the A2 Deed, the A3 Deed, the B1 Deed, the B2 Deed, the B3 Deed, the C3 Deed, the D2 Deed, the D3 Deed, the Second D3 Deed, the E2 Deed, and the E3 Deed, are collectively referred to in this Release as the "Deeds".)

WHEREAS, the Deeds were subject to certain covenants and restrictions (the "Affordability Covenants") referenced in the Deeds and as described in Exhibit "A" attached to each of the Deeds and as described in Exhibit "B" attached to and made a part of this Release; and

WHEREAS, HFHC, as successor to Uptown HFH, wishes to release and terminate the Affordability Covenants.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HFHC agrees as follows:

1. The foregoing recitals are incorporated in this Release by this reference.
2. HFHC hereby agrees that the Property is fully and unconditionally released from all covenants and restrictions arising under the Affordability Covenants and that the Affordability Covenants are hereby terminated.
3. This Release shall bind, and the benefits shall inure to, HFHC, Grantees, and their respective legal representatives, successors in interest, assigns and all subsequent grantees of the Property.

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Units A1, A2, A3, B1, B2, B3, C3, D2, D3, E2 and E3 in Warren Boulevard Condominium as delineated on a survey, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document 00851939, together with its individual percentage interest in the common elements, of the following described real estate:

Parcel 1: Lot 5 in Small and Others' Resubdivision of Lots 43 to 49 and Lots 72 to 78, all inclusive, in Block 58 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded December 28, 1864 in Book 162 of Maps Page 80 as Document 89932, in Cook County, Illinois.

Parcel 2: Lot 50 in John H. Kedzie Subdivision of Block 58 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: The East 22 feet of Lot 51 in John H. Kedzie Subdivision of Block 58 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4: The West 8 feet of Lot 51 and the East 14 feet of Lot 52 in John H. Kedzie Subdivision of Block 58 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COMMON ADDRESS OF PROPERTY:

2225-2233 West Warren Boulevard
Units A1, A2, A3, B1, B2, B3, C3, D2, D3,
E2 and E3
Chicago, Illinois 60612

P.I.N.:

17-07-329-042-1001 (Unit A1)
17-07-329-042-1002 (Unit A2)
17-07-329-042-1003 (Unit A3)
17-07-329-042-1004 (Unit B1)
17-07-329-042-1005 (Unit B2)
17-07-329-042-1006 (Unit B3)
17-07-329-042-1008 (Unit C3)
17-07-329-042-1009 (Unit D2)
17-07-329-042-1010 (Unit D3)
17-07-329-042-1011 (Unit E2)
17-07-329-042-1012 (Unit E3)

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EXHIBIT "B"

AFFORDABILITY COVENANTS

A. Contract to Mission

The mission of Seller/Grantor is to provide affordable housing to low-income families and individuals. Purchaser/Grantee recognizes that Purchaser/Grantee has benefited from this mission and from the work of Seller/Grantor and therefore agrees to cooperate with the Affordability Covenants set forth herein.

B. Non-Specific

The subject property must be occupied by a household and must not to be used for short-term or speculative investment or rental purposes.

C. Shared Appreciation

If the subject property is sold within ten years of the date of this Deed, and the sales price for the subject property exceeds the current loan balance on the Seller Note, Purchaser/Grantee shall be obligated to pay to Seller/Grantor, from closing proceeds, a share of that excess in order to enable Seller/Grantor to continue providing affordable housing to low-income families and individuals. The percentage share that Purchaser/Grantee is obligated to pay to Seller/Grantor is set forth in the "Shared Appreciation Schedule" attached hereto. As shown on the Schedule, the percentage share that Purchaser/Grantee must pay to Seller/Grantor decreases over time and is zero after the expiration of the ten (10) year period. In conjunction with this obligation, Purchaser/Grantee shall notify Seller/Grantor in writing at least five (5) business days prior to the sale. This written notice shall state the amount of the sales price and the date, time and location of closing.

D. Right of First Refusal

For a period of ten (10) years from the date of this Deed, Seller/Grantor shall have a right of first refusal to purchase the subject property from Purchaser/Grantee as described in this paragraph. If (and only if) Purchaser/Grantee decides to sell the subject property to someone other than a household member, Purchaser/Grantee must notify Seller/Grantor in writing at least thirty (30) days prior to the intended sale. The written notice should briefly describe the purchase price, the name of the intended purchaser, and any other information that Purchaser/Grantee chooses to include that might be relevant to Seller/Grantor in determining whether an exercise of the right of first refusal would advance or hinder its mission to provide affordable housing. If Seller/Grantor reasonably determines that Seller/Grantor requires additional information or supporting documentation from Purchaser/Grantee for the express purpose of making this decision, Purchaser/Grantee shall reasonably cooperate in providing such information. Thereafter, Seller/Grantor shall have the first right, but not the obligation, to purchase the subject property from the Purchaser/Grantee, at the purchase price and in

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accordance with the other terms and conditions of sale set forth in the Purchaser/Grantee's notice and other documents related thereto.

E. Continuing Deed Restrictions

Purchaser/Grantee agrees that any sale or transfer of the subject property will be made pursuant to a deed containing all of these Affordability Restrictions.

F. Option/Buy-Back Provisions

Seller/Grantor and Purchaser/Grantee hereby covenant and agree that during the one (1) year period after the date of this Deed (the "Option/Buy-Back Period"), Seller/Grantor shall have the option to purchase the subject property if: (1) the Condominium Association requests in writing that the Seller/Grantor exercise its option; and (2) a "Qualifying Event" occurs.

A Qualifying Event is either or both of the following:

1. Purchaser/Grantee is convicted of a crime involving substance abuse, gang activity, unlawful use or possession of firearms, sexual assault, prostitution, vandalism or domestic violence;
2. Four or more times, Purchaser/Grantee does any of the following: (i) disrupts the operations and tranquility of the Condominium and its residents; (ii) fails to use prescribed grievance procedures; or (iii) violates the Condominium Documents or the rules and regulations or the Act, the Code or another applicable law, statute, ordinance, or governmental regulation. Any such disruptions, failures or violations, however, must be established by the findings, determinations, rulings or judgment of the Condominium Association's enforcement proceedings, by a court of law, or by a government regulatory agency or body.

If Seller/Grantor exercises its option to purchase the subject property, Seller/Grantor must give written notice to Purchaser/Grantee served by U.S. Certified or Registered Mail, Return Receipt Requested. Service shall be deemed effective immediately upon the second business day after mailing.

Upon timely service of the notice, the parties shall proceed to close the retransfer of the subject property within sixty (60) days and, upon the request of either party, said closing shall be done in escrow with the costs thereof being shared equally between the parties. All closing costs (including but not limited to title and recording fees and transfer taxes) shall be divided equally between the parties.

If Seller/Grantor has exercised its option to purchase, Seller/Grantor shall pay Purchaser/Grantee the amount of the Net Purchase Price paid by the Purchaser/Grantee, less: (a) the Purchaser/Grantee's share of closing costs for the retransfer; (b) any prior indebtedness due from Purchaser/Grantee to Seller/Grantor; (c) the costs of eliminating or ensuring over any encumbrances on the subject property owing to other parties; (d) the cost of covering or removing title exceptions created or allowed by the Purchaser/Grantee; and (e) the costs of

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repairing any damage to the subject property above and beyond ordinary wear and tear. In addition, Seller/Grantor shall pay Purchaser/Grantee a premium of three percent (3%) of the Net Purchase Price, less the foregoing deductions.

The option described herein cannot be assigned or transferred, except to an affiliate or successor entity of Seller/Grantor. In any event, the option described herein shall automatically expire on the first anniversary of the date of this Deed and thereafter shall be null and void and of no legal effect.

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**