

UNOFFICIAL COPY

Doc#: 1834512078 Fee: \$52.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 12/11/2018 10:46 AM Pg: 1 of 3

Dec ID 20181001601150
ST/CO Stamp 1-666-128-544 ST Tax \$165.00 CO Tax \$82.50
City Stamp 0-027-171-488 City Tax: \$1,732.50

GIT

40035784613

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT NHS Redevelopment Corporation, duly authorized to transact business in the State of Illinois, GRANT, CONVEY and SELL to Colin Smalley and Elisabeth Klotz of 1555 E. 120th St., Olathe, Kansas, GRANTEES, all of the following described premises situated in Cook County, Illinois, to wit: **husband & wife, As tenants by the entirety,*

LOT 31 IN NATHAN WILLIAM MCCHESENEY'S WASHINGTON PARK SUBDIVISION OF LOTS 1 AND 2 IN MCCHESENEY'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 AND ALL OF BLOCK 13 IN MAHER'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 6038 S. Champlain Ave., Chicago, IL. 60637
PIN: 20-15-405-023-0000

To have and to hold said premises unto the said GRANTEE, subject only to:

- (a) General real estate taxes for 2018 and subsequent years;
- (b) Building lines, covenants, restrictions and easements of record;
- (c) Exhibit 'A' attached hereto.

And said GRANTOR, hereby expressly waives and releases any and all right, or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homestead from sale on extinction or otherwise.

And the said GRANTOR, for itself and its successors, does warrant to the said GRANTEE only that:

1. GRANTOR has not done or suffered to be done anything whereby the said premises hereby granted are, or may be in any manner, encumbered; and
2. GRANTOR will forever defend the said premises against any and all persons lawfully claiming through GRANTOR, but not otherwise.

IN WITNESS WHEREOF, the said NHS REDEVELOPMENT CORPORATION, has caused this Special Warranty Deed to be signed by its Director and Secretary on its behalf, this ~~24th~~ day of

December, 2018.
2017 ✓

5th ✓

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Exhibit A

Further, the acquisition or rehabilitation of the Property and its improvements has been funded, in part, under the Choice Neighborhoods initiative Implementation Grant, Renew Woodlawn Program, a public subsidy for the purposes of creating affordable housing opportunities and incentives for households that could not otherwise afford it and accordingly 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 Property and are to be taken and construed as running with the land for the term set forth below. Grantee qualifies as an "Owner" (as hereinafter defined). Grantee and each successive owner of the Property (Grantee and each successive owner referred to below as an "Owner") shall be bound by such covenants and conditions, which covenants and conditions are as follows:

- a. **Use Restriction and Tenant Incomes.** Each Owner shall use the Property solely as owner-occupied housing. At the time of purchase by an Owner, the Owner must have an income of not more than 120% of the Area Median Income ("AMI"). The Owner must occupy at least one unit in the Property. If there are non-owner occupied units, then any tenant must, at initial occupancy, have an income of not more than 120% of AMI.
- b. **Term.** The term of these covenants and conditions shall be 20 years starting on the date of recordation of this Deed.
- c. **Deed Transfer.** The Owner shall refrain from transferring, conveying, encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of the Property or any part thereof without the prior written approval of Neighborhood Housing Services of Chicago, Inc. ("NHS"). Owner shall arrange for a prospective purchaser to provide all of the financial information to NHS (or a subsequent entity approved by the City of Chicago) in order to allow NHS to verify that the prospective purchaser is an Eligible Owner. NHS shall be responsible for ensuring the operation and maintenance of the Property as affordable housing for the entire term of these covenants and conditions and shall notify the U.S. Department of Housing and Urban Development ("HUD") upon any occurrence of an approved transfer of the Property.
- d. **Default by the Owner.** Upon any default or proposed default of an Owner under any approved loan or financing agreement or the covenants or conditions set forth herein, NHS shall notify HUD. These covenants and conditions will survive foreclosure and bankruptcy of the Owner, and the NHS will provide written notice to HUD in the event of any filing of foreclosure or bankruptcy. In the event of a breach or threatened breach of any of these covenants or conditions, any eligible occupant within the Property, or the Secretary of HUD or his or her successors or delegates, may institute proper legal action to enforce performance of such provisions, to enjoin any actions in violation of such provisions, to recover whatever damages can be proven and/or to obtain whatever other relief may be appropriate.
- e. **Deed Release.** These covenants and conditions shall be binding upon the Owner and all future successors and assigns until released by execution of an appropriate Release document by the appropriate entity (approved by the City of Chicago), with notice to HUD.

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IN WITNESS WHEREOF, the said NHS REDEVELOPMENT CORPORATION, has caused this Special Warranty Deed to be by its Director and Secretary on its behalf, this 5th day of December, 2017.

NHS REDEVELOPMENT CORPORATION

By: Linda Greene
Linda Greene, Director

By: Paul L. Cerasoli
Paul L. Cerasoli, Secretary

Property of Cook County



THIS INSTRUMENT WAS PREPARED BY:
Paul I. Cerasoli, Esq.
1279 N. Milwaukee Ave.
Chicago, IL 60622

MAIL TO: Colin Smalley
Elisbeth Klotz
6038 S. Champplain
Chicago, IL 60637


STATE OF ILLINOIS
COUNTY OF COOK

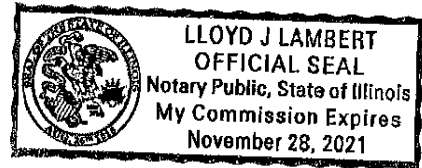
I, Lloyd Lambert, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY THAT LINDA GREENE, AND PAUL CERASOLI, personally known to me to be the Director and Secretary of NHS REDEVELOPMENT CORPORATION, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Director and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as their and free and voluntary act and deed of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and official seal this 29th day of DECEMBER, 2017.

REAL ESTATE TRANSFER TAX		10-Dec-2018	
	COUNTY:	82.50	
	ILLINOIS:	165.00	
	TOTAL:	247.50	
20-15-405-023-0000 20181001601150 1-666-128-544			

Lloyd Lambert
Notary Public

REAL ESTATE TRANSFER TAX		10-Dec-2018	
	CHICAGO:	1,237.50	
	CTA:	495.00	
	TOTAL:	1,732.50 *	
20-15-405-023-0000 20181001601150 0-027-171-488			



* Total does not include any applicable penalty or interest due.